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Letting August 4, 2023

Notice to Bidders, Specifications and Proposal



**Contract No. 89829
MCDONOUGH County
Section 21-00151-00-SW (Macomb)
Route FAU 6915 (Adams Street)
Project 51CI-766 ()
District 4 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. August 4, 2023 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. 89829
MCDONOUGH County
Section 21-00151-00-SW (Macomb)
Project 51CI-766 ()
Route FAU 6915 (Adams Street)
District 4 Construction Funds**

Removal of existing pavement and construction of PCC pavement with curb & gutter, sidewalks, ADA ramps, storm sewer, step replacement and retaining walls from Charles Street to Johnson Street in the City of Macomb.

- 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

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-23)

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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 | | <input type="checkbox"/> Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2022 |
| 80274 | | <input type="checkbox"/> Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2022 |
| 80192 | | <input type="checkbox"/> Automated Flagger Assistance Device | Jan. 1, 2008 | April 1, 2023 |
| 80173 | | <input type="checkbox"/> Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| 80426 | | <input type="checkbox"/> Bituminous Surface Treatment with Fog Seal | Jan. 1, 2020 | Jan. 1, 2022 |
| 80436 | 32 | <input checked="" type="checkbox"/> Blended Finely Divided Minerals | April 1, 2021 | |
| 80241 | | <input type="checkbox"/> Bridge Demolition Debris | July 1, 2009 | |
| 50531 | | <input type="checkbox"/> Building Removal | Sept. 1, 1990 | Aug. 1, 2022 |
| 50261 | | <input type="checkbox"/> Building Removal with Asbestos Abatement | Sept. 1, 1990 | Aug. 1, 2022 |
| * 80449 | | <input type="checkbox"/> Cement, Type II | Aug. 1, 2023 | |
| 80384 | 33 | <input checked="" type="checkbox"/> Compensable Delay Costs | June 2, 2017 | April 1, 2019 |
| 80198 | | <input type="checkbox"/> Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | | <input type="checkbox"/> Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80261 | | <input type="checkbox"/> Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| 80434 | | <input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer) | Jan. 1, 2021 | |
| 80029 | 37 | <input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Mar. 2, 2019 |
| 80229 | | <input type="checkbox"/> Fuel Cost Adjustment | April 1, 2009 | Aug. 1, 2017 |
| 80447 | | <input type="checkbox"/> Grading and Shaping Ditches | Jan 1, 2023 | |
| 80433 | | <input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings | Jan. 1, 2021 | Jan. 1, 2022 |
| 80443 | | <input type="checkbox"/> High Tension Cable Median Barrier Removal | April 1, 2022 | |
| * 80446 | | <input type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant | Nov. 1, 2022 | Aug. 1, 2023 |
| 80438 | | <input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts | June 2, 2021 | Sept. 2, 2021 |
| 80045 | | <input type="checkbox"/> Material Transfer Device | June 15, 1999 | Jan. 1, 2022 |
| * 80450 | | <input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls | Aug. 1, 2023 | |
| 80441 | | <input type="checkbox"/> Performance Graded Asphalt Binder | Jan 1, 2023 | |
| * 80451 | 47 | <input checked="" type="checkbox"/> Portland Cement Concrete | Aug. 1, 2023 | |
| 34261 | | <input type="checkbox"/> Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2022 |
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| 80448 | 54 | <input checked="" type="checkbox"/> Source of Supply and Quality Requirements | Jan. 2, 2023 | |
| 80340 | | <input type="checkbox"/> Speed Display Trailer | April 2, 2014 | Jan. 1, 2022 |
| 80127 | | <input type="checkbox"/> Steel Cost Adjustment | April 2, 2014 | Jan. 1, 2022 |
| 80397 | 55 | <input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting | April 2, 2018 | |
| 80391 | 56 | <input checked="" type="checkbox"/> Subcontractor Mobilization Payments | Nov. 2, 2017 | April 1, 2019 |
| 80437 | 57 | <input checked="" type="checkbox"/> Submission of Payroll Records | April 1, 2021 | Nov. 1, 2022 |
| 80435 | | <input type="checkbox"/> Surface Testing of Pavements – IRI | Jan. 1, 2021 | Jan. 1, 2023 |
| 80410 | | <input type="checkbox"/> Traffic Spotters | Jan. 1, 2019 | |
| 20338 | 59 | <input checked="" type="checkbox"/> Training Special Provisions | Oct. 15, 1975 | Sept. 2, 2021 |
| 80429 | | <input type="checkbox"/> Ultra-Thin Bonded Wearing Course | April 1, 2020 | Jan. 1, 2022 |
| 80439 | 62 | <input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights | Nov. 1, 2021 | Nov. 1, 2022 |
| 80440 | | <input type="checkbox"/> Waterproofing Membrane System | Nov. 1, 2021 | |
| 80302 | 63 | <input checked="" type="checkbox"/> Weekly DBE Trucking Reports | June 2, 2012 | Nov. 1, 2021 |
| 80427 | | <input type="checkbox"/> Work Zone Traffic Control Devices | Mar. 2, 2020 | |
| 80071 | 64 | <input checked="" type="checkbox"/> Working Days | Jan. 1, 2002 | |



| Local Public Agency | County | Section Number |
|---------------------|-----------|----------------|
| City of Macomb | McDonough | 21-00151-00-SW |

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

1. DESCRIPTION OF WORK

The work for this project shall include two blocks of street rehabilitation on Adams Street from Charles to 80 feet west of Johnson Street. Construction includes removal of existing pavement and replacement with new PCC pavement curb and gutter and sidewalks from station 19+00 to 23+25 and removal of the existing asphalt surface and construction of 5" PCC Inlay with new curb and gutter and sidewalks. Work also includes curb and gutter construction, storm sewer construction, earthwork, sidewalk and handicap accessible landings, driveway and sidewalk adjustments, step replacement, concrete retaining walls, necessary utility adjustments, and seeding and fertilizing.

All materials shall be in accordance with Macomb standards and applicable sections of the Standard Specifications for Road and Bridge Construction (Standard Specifications) per pay item number listed on the schedule of prices and an IDOT approved source.

2. COMPLETION DATE

Contractor shall have 95.0 working days to complete the project.

Citywide cleanup will take place after the Contractor is allowed to begin work. The Contractor shall provide access to Waste Management during these days so that all garbage can be removed from the sides of the roads.

3. UTILITIES

The locations of utilities shown on the plans represent the best knowledge of the Engineer and are considered to be reasonably accurate. It shall be the responsibility of the Contractor to verify all exposed as well as underground installations before any construction operations begin. The Contractor shall schedule his/her operations to minimize interference with the utility companies' efforts to operate and maintain their installations. The Contractor shall use special care in conducting construction near utilities to prevent damage or interruption of services.

J.U.L.I.E. must be contacted prior to starting construction so that any affected utilities will have adequate time to locate and/or relocate their facilities. The number for J.U.L.I.E. is 1-800-892-0123. The following information may be requested by J.U.L.I.E.:

County Name: McDonough
Township Name: Emmet (T6N, R3W)
Section Number: 36

The anticipated utility conflicts for this project are listed in the following table. The utilities with facilities located within the project limits and their contacts are listed below:

City of Macomb

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| Utility | Contact Information | Conflicts |
|----------------------|---------------------|-----------|
| Ameren Gas | (888) 659-4540 | |
| Ameren Power | (888) 789-2477 | |
| Frontier | (217) 243-0299 | |
| MDTC | (309) 776-3211 | |
| Comcast | (309) 833-4539 | |
| City of Macomb Water | (309) 836-3916 | |
| City of Macomb Sewer | (309) 833-2088 | |

4. HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

This work involves removal of all the existing asphalt pavement surface to the top of the existing PCC base course. The Contractor shall mill the existing pavement approximately 3" deep from Johnson Street to Station 23+25. This work shall be in accordance with Section 440 of the Standard Specifications.

The Contractor shall sawcut full depth along the edge of all curb and gutter to remain and protect said curb and gutter during pavement removal. Any curb and gutter damaged and not scheduled for removal shall be replaced by the Contractor at the expense of the Contractor with no cost to the City.

All milled materials shall become property of the City of Macomb. Salvaged materials shall be delivered to the City stockpile located on Tower Road. The Contractor shall "push up" all materials so as to keep the ground surface area of the pile to a minimum.

This work will be measured and paid for at the Contract Unit Price per Square Yard for Hot-Mix Asphalt Surface Removal (Variable Depth) regardless of thickness milled. Cost includes saw-cutting, removal of pavement by means of a mill machine and delivering all salvaged materials to the City stockpile and stockpiling.

5. PAVEMENT REMOVAL (SPECIAL)

This work shall consist of removal of the existing bituminous and concrete pavement, concrete curbs, and material beneath the existing pavement and curb structures to proposed subgrade elevations. This work shall be in accordance with Section 440 of the Standard Specifications.

The Contractor shall be responsible for removal of the existing curb, pavement structure, and any material below the existing pavement to the proposed subgrade elevations. The Contractor shall sawcut full depth the existing pavement and curb at the limits of removal as identified on the plans.

This work will be measured and paid for at the Contract Unit Price per Square Yard for Pavement Removal (Special). Cost shall include sawcutting, removal of existing pavement, curb, and any other material required to be excavated to achieve design elevations, hauling, and disposal of all materials.

6. SIDEWALK REMOVAL

This work involves removal of existing sidewalk where indicated on the plans. This work shall be in accordance with Section 440 of the Standard Specifications. Sidewalk Removal, which includes all PCC sidewalk and PCC sidewalk with curb adjacent to the back side of the sidewalk (at the applicable locations as shown on the plans), shall be removed and disposed of in accordance with the Standard Specifications. The Contractor shall sawcut full depth the existing sidewalk at the limits of removal.

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This work will be measured and paid for at the Contract Unit Price per Square Foot for Sidewalk Removal.

This area shall include horizontal surface area of the sidewalk and curb (where applicable). Cost includes saw cutting as necessary, removal of existing sidewalk materials, removal of existing sidewalk curb, and disposal of all materials.

7. SIDEWALK REMOVAL (SPECIAL)

This work involves removal of existing concrete steps and adjacent sidewalk at locations indicated. This includes excavation and complete removal of the existing steps, adjacent sidewalks and any footings or toe walls, and hand railings that may exist. This work shall be performed in accordance with applicable portions of Section 440 of the Standard Specifications.

This work will be measured and paid for at the Contract Unit Price per Square Foot for Sidewalk Removal (Special) according to Section 202.07(a). This cost includes excavation, removal, and disposal of existing step and sidewalk materials.

8. STORM SEWER REMOVAL

Storm sewer removal shall be completed, measured and paid for in accordance with Section 551 of the Standard Specifications with the following exception. The contractor shall not salvage the removed pipe but shall dispose of the pipe in accordance with Article 202.03 of the Standard Specifications.

This work will be measured and paid for at the Contract Unit Price per Foot for Storm Sewer Removal, various sizes. This cost includes excavation, removal, and disposal of existing materials.

9. MANHOLES

This work shall consist of furnishing and installing new storm sewer manholes as indicated on the plans. This includes furnishing and installing manholes in accordance with the plans, Article 602 of the Standard Specifications, and the Detailed Specifications.

Connections to storm sewers, including sewer main, fittings, and connections, shall be considered included in the cost of manholes except as otherwise measured and paid for separately. Likewise, over excavation and additional pavement replacement required for manhole construction shall be considered included in the Contract Unit Prices Bid for Manholes.

At locations indicated for manholes to be removed and replaced, removal of existing manholes will be measured and paid for separately.

Flexible compression connections will be allowed only for the inlet and outlet pipes of PVC storm sewer. All other sewer connections shall be made into the manholes and sealed with a non-shrink, non-metallic grout.

All existing inlet pipes shall be carefully preserved during removal of the manhole. The connections to the new manhole are considered included in the cost of the manhole. Connections to existing pipes shall be completed by placing new PVC, SDR-35 (unless otherwise specified) pipe from the manhole to connect to the existing pipe within the excavation. Connection shall be made with a flexible neoprene coupling with stainless steel bands.

At all new Storm Sewer Manholes, the Contractor shall furnish and install a 3' long, 4" perforated PVC pipe with cap. Pipe shall be installed into the CA-7 bedding and haunching of the pipe extending into the storm

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sewer manhole, as shown in the Inlet Underdrain Detail on the plans. Only one pipe is required per manhole and the 4" pipe shall be extended into the bedding of the longest pipe. Cost to furnish and install perforated drainpipe to be included in the contract price for the structure installed.

Storm Sewer Manholes will be measured and paid for at the Contract Unit Price per Each for Manholes of the type and size specified with the frame or lid specified. The price shall include the costs of excavation and disposal of unsuitable material, sheeting and bracing, control of water, bedding course, backfilling, compaction of backfill, grade adjustments, concrete adjustment rings, and furnishing and placement of new manhole, frame and lid and connections to existing sewers.

10. INLETS

This work consists of installing inlet structures as detailed in the plans. Work shall be done in accordance with Section 602 of the Standard Specifications, details on the plans, and the specifications herein.

Proposed Inlets Type A and Inlets Type B shall be as specified in the Standards with the frame and grate, or lid as specified in the plans. Structure construction shall be contractor's option of pre-cast concrete or cast-in-place concrete. Minimum wall thicknesses are provided on the plans for each of these materials.

Storm Sewer pipes shall be incorporated into the new inlet structures with non-shrink, non-metallic grout to achieve a watertight seal. The contractor shall use concrete fill to construct the fillet of the structure such that it is sloped to drain into the outlet pipe.

At all new inlets the Contractor shall furnish and install a 3' long, 4" perforated PVC pipe with cap. Pipe shall be installed into the CA-7 bedding and haunching of the pipe extending into the inlet or manhole, as shown in the Inlet Underdrain Detail on the plans. Only one pipe is required per inlet or manhole and the 4" pipe shall be extended into the bedding of the longest pipe. Cost to furnish and install perforated drainpipe to be included in the contract price for the structure installed.

This work will be measured and paid for at the respective Contract Unit Price per Each for Inlets of the type specified with the specified frame and grate. Cost includes excavation and disposal of unsuitable material, sheeting, bracing, control of water, bedding course, furnishing/construction and installation of the new structure, frame and grate, or lid, incorporation of outlet pipe into structure, incorporation of the 3' bedding drain, backfilling, compaction of backfill, and all other materials and labor needed to construct the Inlets as detailed on the plans and described herein.

11. REMOVING MANHOLES; REMOVING INLETS

At locations indicated, the Contractor shall remove the existing storm sewer manholes or storm sewer inlets. Removal shall be in accordance with Section 605 of the Standard Specifications and as described herein.

Where manholes or inlets are called to be removed, this work will be paid separately. Work shall include sawcutting as needed, existing structure removal and disposal, excavation and disposal of unsuitable material, sheeting and bracing, control of water, backfilling as needed outside of the mainline sewer trench, and compaction.

As part of Removing Manholes, the Contractor shall protect the existing storm sewer pipes not labeled for removal.

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The contractor shall salvage the existing grates or lids, and frames and deliver them to the Public Works Department.

This work will be measured and paid for at the Contract Unit Price per Each for Removing Manholes and Removing Inlets, respectively.

12. STORM SEWER CONNECTION

This work shall consist of connecting proposed storm sewer pipe or pipe underdrain into existing manholes or inlets as identified on the plans.

The Contractor shall be responsible for removing the existing pipe from the existing structure and placing the new pipe inside of the existing structure a sufficient distance to allow for masonry construction around the pipe to prevent leakage. Storm Sewer pipes shall be incorporated into the new inlet structures with non-shrink, non-metallic grout to achieve a watertight seal.

This work will be measured and paid for at the Contract Unit Price per Each for Storm Sewer Connection, to existing structure and shall include all labor, materials and equipment necessary to complete the connection as described herein.

13. TEMPORARY SURFACE REPLACEMENT

The Contractor shall maintain traffic across trenches where permanent pavement has been removed and will be replaced. The Contractor shall place compacted IDOT designated CA-6 on top of Selected Granular Backfill. Thickness of the CA-6 shall be 14 inches for streets.

Temporary surfaces shall be maintained by the Contractor until permanent pavement is placed or completion of the contract. Temporary surface replacement shall be considered in the cost of pavement removal to various pay items.

14. PORTLAND CEMENT CONCRETE SIDEWALK

The following work shall be performed in accordance with the applicable portions of Section 424 of the Standard Specifications.

In landing areas and the curbed or flared portions of the sidewalk ramps adjacent to combination concrete curb and gutter or at the direction of the Engineer, the minimum thickness of the sidewalk shall be 7". In addition to the additional concrete thickness, a #5 bar shall be placed in the side curb at the mid-point horizontally and located vertically with 2" of clearance from the top of the curb. This bar shall run parallel to the top and run the full length of each side curb. This work will be measured and paid for at the Contract Unit Price per Square Foot for PCC Sidewalk 7" (Special).

At the areas indicated on the plans, the Contractor shall construct curb integral with the sidewalk. This sidewalk should be constructed in accordance with detail on the plans. This work will be measured and paid for at the Contract Unit Price per Square Foot for PCC Sidewalk 4" (Special). Measurement of this area for payment shall include the horizontal surface plus the exposed vertical curb face.

All sidewalks shall be edged and all sidewalk joints shall be tooled in accordance with Section 424.06 of the Standard Specifications.

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Any CA-6 aggregate needed under the various sidewalks shall be included in the cost of the various types of sidewalks installed and shall not be paid for separately.

All new concrete sidewalk panels shall be tied to existing panels. Tie bars shall be 15", #4 epoxy coated deformed bars @ 1' centers. Tie bars shall be drilled and epoxied 6" into existing sidewalk. Tie bars, drilling, installation, and epoxy shall be considered included in the cost of the various sidewalk pay items.

In areas where the sidewalk passes through a driveway, the first 3.5' of sidewalk adjacent to either side of the driveway shall taper from the driveway pavement thickness to the proposed sidewalk thickness. No extra compensation will be made for thickening the sidewalk adjacent to driveways. This work will be measure and paid for at the Contract Unit Price per Square Foot for PCC Sidewalk, 4". See detail on the plans.

This work will be measured and paid for at the Contract Unit Price for Portland Cement Concrete Sidewalk, 4 Inch, 4 Inch (Special), and 7 Inch (Special) per articles 424.12 and 424.13 of the Standard Specifications, payment as per article 202.07(a) shall be allowed for these items.

15. PORTLAND CEMENT CONCRETE SIDEWALK SMOOTHNESS

After construction of all sidewalks, the Contractor shall check the smoothness of the PCC sidewalk by means of a 10 foot long straightedge with the Engineer present. Areas of sidewalk with "bumps" greater than 1/4" in 10 feet shall be marked and that panel of sidewalk shall be removed and replaced. All replacement concrete sidewalk panels shall be tied to existing panels. Tie bars shall be 15", #4 epoxy coated deformed bars @ 1' centers. Tie bars shall be drilled and epoxied 6" into existing sidewalk.

Any costs associated with sidewalk removal, construction of replacement sidewalk, tying replacement sidewalk to existing, and other work and materials required to achieve this smoothness specification will be incurred by the Contractor at no additional cost to the City.

16. DETECTABLE WARNINGS (SPECIAL) (CAST IRON)

Add the following to Article 424.09 of the IDOT Standard Specification – Detectable Warnings:

The detectable warnings materials shall be constructed of cast iron materials as manufactured by East Jordan Iron Works, Neenah Foundry Company, or Tufile. The detectable warning plates shall have a black asphalt dip finish or powder coated finish as shown in the Macomb City Details on the plans. Finish color and type shall be approved by the City prior to ordering. If required for special ramp, special radius, or angled configuration, the Contractor shall be required to coordinate with the supplier to obtain the proper geometric design.

This work will be measured and paid for at the Contract Unit Price per Square Foot for Detectable Warnings (Special), and shall include all labor, materials and equipment necessary to complete this item.

17. COMBINATION CONCRETE CURB AND GUTTER TYPE B6.18 (ABUTTING EXISTING PAVEMENT)

This work shall consist of construction of Curb and Gutter Type B6.18 at the locations indicated on the plans. This work shall be constructed in accordance with section 606 of the Standard Specifications.

This curb shall be constructed adjacent to the PCC Inlay between Johnson and Station 23+25. In addition to construction of the curb and gutter, this work shall also include placement of filter fabric and 4" of compacted coarse aggregate fill (CA-7). The Contractor shall also tie the proposed curb and gutter to the

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existing adjacent PCC base course pavement. Tie bars shall be #6, epoxy coated, 24" long placed at 36" centers. Tie bars shall be drilled and anchored 9" into existing pavement with epoxy.

Filter fabric shall be in accordance with the applicable portions of Section 282 of the Standard Specifications. Coarse aggregate fill shall be in accordance with the District 4 Special Provision (Coarse Aggregate Fill) attached to these Special Provisions.

This work will be measured and paid for at the Contract Unit Price per Foot for Combination Concrete Curb and Gutter Type B6.18 (Abutting Existing Pavement), and shall include all labor, materials, coarse aggregate fill, filter fabric, tie bars, and other work necessary to complete the work as described herein and on the plans.

18. PORTLAND CEMENT CONCRETE INLAY, 5"

This work shall consist of construction of a two lane fiber-reinforced Portland Cement Concrete Inlay on an existing portland cement concrete base with a HMA overlay. The HMA surface shall be milled prior to placement of the inlay. The inlay may be constructed one lane at a time, or both lanes may be poured together. This work shall be constructed according to the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2023, Check Sheet #28 except as modified herein.

There shall be a layer of Pavement Fabric (Special) placed on the existing milled surface after cleaning and prior to construction of the PCC Inlay, 5". Pavement Fabric (Special) shall be measured and paid for separately.

Grout Slurry (Special) used to fill voids in the milled surface shall be measured and paid for separately.

The thickness of the existing HMA surface is unknown in all locations. After the entire HMA surface is milled and forms have been set for the PCC 5" Inlay, the Contractor and Engineer shall perform dry depth checks for the inlay area and agree on a quantity of furnished concrete for the work. It is anticipated that the inlay thickness will range from 5" to 6". Portland Cement Concrete Pavement, Furnished shall be measured and paid for separately.

Hot poured joint sealant between the curb and gutter and the inlay shall be included in the cost of the inlay.

This work will be measured and paid for at the Contract Unit Price per Square Yard for Portland Cement Concrete Inlay, 5", and shall include all cleaning of the milled surface, labor, materials and equipment necessary to complete this item.

19. PORTLAND CEMENT CONCRETE PAVEMENT, FURNISHED

Portland Cement Concrete Pavement, Furnished is intended for the PCC 5" Inlay area. The thickness of the existing HMA surface is unknown in all locations. After the entire HMA surface is milled and forms have been set for the PCC 5" Inlay, the Contractor and Engineer shall perform dry depth checks for the inlay area and agree on a quantity of furnished concrete for the work. It is anticipated that the inlay thickness will range from 5" to 6". The depth checks will be taken at the outer extremes and center of each driving lane at 25' intervals. All depths recorded will be averaged to determine the amount of furnished concrete needed.

The volume of portland cement concrete pavement furnished will be computed in cubic yards. Portland Cement Concrete Pavement, Furnished in excess of 105% of the quantity agreed upon by the Contractor and Engineer will not be measured for payment. The area of Portland Cement Concrete Inlay, 5" placement will be computed in square yards and paid for separately.

This work will be measured and paid for at the Contract Unit Price per Cubic Yard for Portland Cement Concrete Pavement, Furnished and will include the cost of furnishing Class PV concrete with the appropriate amount of synthetic fibers and transportation to the jobsite.

20. PAVEMENT FABRIC (SPECIAL)

This work shall consist of construction of a layer of pavement fabric for use as a separation layer for bond breaking between the surface of the existing pavement which has been milled and the proposed Portland Cement Concrete Inlay, 5".

After the existing pavement has been milled and as close in time as practical, but not longer than 48 hours prior to the installation of the inlay the surface, the milled surface shall be cleaned as specified in Check Sheet #28. Cleaning of the milled surface shall be considered as included in the cost of the Portland Cement Concrete Inlay, 5" pay item.

Pavement Fabric (Special) material shall be as specified in Article 1062.01. The fabric shall be installed on the milled surface immediately prior to the placement of the concrete inlay. The fabric will not be required to be fastened to nor adhered to the milled surface. Vehicle traffic on the fabric shall not be permitted. The fabric shall be rolled out onto the existing milled surface in a smooth manner with minimal wrinkling of the surface. The fabric shall extend the entire length of the area to be inlaid and shall extend from edge of pavement to edge of pavement abutting the exposed face of the curb on each side of the pavement area to be inlaid.

Pavement Fabric (Special) shall be measured according to Article 420.19. Pavement Fabric (Special) shall be paid for at the Contract Unit Price per Square Yard, and shall include all furnishing and installing of materials, labor, and equipment necessary to complete this item.

21. GROUT SLURRY (SPECIAL)

Grout Slurry (Special) shall be used to repair and fill existing joints that have broken or missing material after the milling process has been completed and prior to the Pavement Fabric (Special) being installed. The intent of this item is to provide a more even surface for the bond breaking pavement fabric. The Engineer shall inspect the milled pavement prior to the Contractor ordering of the grout slurry mixture. Defects in the existing milled surface shall be filled at the direction of the Engineer.

Grout Slurry shall be a culvert lining mix utilizing IDOT mix design 84PCC9994.

Grout Slurry (Special) shall be measured and paid for at the Contract Unit Price per Cubic Yard and shall include all cleaning of the existing surface, materials, labor, and equipment necessary to complete this item.

22. PIPE HANDRAIL

Handrail shall be installed at the location shown on the plans. Railing shall be as detailed on the plans. Railings to be non-welded aluminum pipe railing, extruded from 6063-T6 aluminum of 1½" Schedule 40 pipe size with clear brushed anodized finish. Railing shall be capable of withstanding a minimum uniform load of 50 pounds per lineal foot applied in any direction and a concentrated load of 200 pounds applied anywhere along the railing in any direction. Contractor shall submit shop drawings detailing fabrication and installation.

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This work will be measured and paid for at the Contract Unit Price per Foot for Pipe Handrail, and shall include furnishing materials and all labor and equipment required to install the handrails as detailed in the plans.

23. CONCRETE STEPS

Concrete Steps shall be constructed in accordance with applicable portions of Section 503 of the Standard Specifications. Concrete used shall be Class SI in accordance with Section 1020 of the Standard Specifications. Steps shall receive a broom finish lengthwise across each step. Concrete steps shall be constructed as detailed in the plans.

This work will be measured and paid for at the Contract Unit Price per Cubic Yard for Concrete Steps. Payment shall include excavation, forming, reinforcement, concrete, and all other material and labor required to construct the steps as detailed.

24. TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, and any Special Provisions and Highway Standards contained herein and the Standard Specifications for Traffic Control Items.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the Standard Specifications and the Traffic Control Standards listed on the Sheet No. 2 of the plans.

Traffic Control shall be the responsibility of the Contractor at the time the Contractor begins his/her construction operations. This responsibility shall remain until the Contractor's work is complete.

The Contractor will be allowed to close portions of Adams Street in accordance with the staging plan included in these Special Provisions. The Contractor will be allowed to submit an alternative staging plan at the time of the pre-construction meeting.

Access to residences and businesses must be maintained at all times during construction, or alternative access must be arranged.

The streets to remain open must have traffic maintained at all times using standard traffic control methods (signs, flaggers, fresh oil signs, etc.). For roads being closed, provisions must be made at all times for emergency access. The Contractor shall be responsible for notification of the local Police Department, Fire Department and Ambulance Service when and where streets are to be closed. Also, prior to closing of any street, the Contractor shall notify the Engineer at least 48 hours in advance so that local authorities can notify the public to help minimize local inconveniences.

A. STAGING PLAN

Suggested construction staging is as follows:

Stage 1:

- Close the Adams / Charles intersection and Adams Street from Station 19+00 to Station 23+25 to all traffic.
- Construct Storm Sewers in the Stage 1 area.
- Construct Curb & Gutter, Full Depth Pavement, and Sidewalks.

- Erect traffic control signage.
- Reopen the Adams / Charles intersection to traffic.

Stage 2:

- Close Adams Street from Station 23+25 to the West Edge of Johnson Street to all traffic.
- Close the Adams / Albert intersection to all traffic.
- Mill the Adams Street pavement.
- Construct Storm Sewers and pavement patches in the Stage 2 area.
- Construct Curb & Gutter and Full Depth Pavement on Albert Street.
- Construct Curb & Gutter, PCC 5" Inlay, Sidewalks, and Walls in the Stage 2 area.
- Erect traffic control signage.

Stage 3:

- Perform Storm Sewer Lining.
- Erect any remaining traffic control signage.
- Perform seeding, complete.
- Reopen Adams Street and Albert Street to all traffic.

The Contractor will be allowed to submit an alternate staging plan at the time of the Pre-Construction meeting. The staging plan shall conform to the following parameters:

- Access to businesses and local residences must be maintained at all times.
- The Contractor will be allowed to close portions of Adams Street.
- The Charles and Albert Street intersections shall not be closed at the same time.
- Closure time of the Charles Street intersection shall be kept to a minimum.

All such access, traffic control, and signing required for safety protection will be measured and paid for at the Contract Unit Price per Lump Sum for Traffic Control and Protection, (Special), and shall include all labor, materials and equipment necessary to complete this item.

25. SEEDING, COMPLETE

This work shall consist of preparing the ground surface, furnishing and placing topsoil to a depth of 4", fertilizing, seeding, and Mulch Method 3. Grass areas disturbed by construction shall be seeded with Class 1A seeding and shall be fertilized in accordance with the plans and Section 250 of the Standard Specifications. Seeded areas shall be mulched in accordance with Section 251 of the Standard Specifications.

The application rate of seed shall be 1.5 times the seeding rates specified in Table 1 under Article 250.07 of the Standard Specifications.

The Contractor will be responsible for watering all seeded areas beginning the day after seeding and mulching is complete. Seeded areas shall be watered every other day at a rate of 3 gallons/SY until grass cover is 75% as determined by the Public Works Director. All watering shall be done with a spray application. An open-ended hose will not be acceptable. During periods exceeding 80°F or subnormal rainfall, the additional watering schedule may be altered with the approval of the Engineer.

Contract completion date may be extended for seeding only if roadway construction is complete.

This work will be measured and paid for at the Contract Unit Price per Lump Sum for Seeding, Complete, which price shall include all labor, equipment, and material including fertilizer, seeding, Mulch Method 3, watering, and topsoil to complete the work as described in these special provisions and as detailed on the plans.

26. INCLUDED ITEMS

Some items will not be paid for but shall be considered included in the cost of various pay items. These items are labeled in the plans and are as follows:

- CA-6 Aggregate under PCC Sidewalk shall be included in the cost of PCC Sidewalks of the various types.
- Hot-poured joint sealant between curb and gutter and PCC inlay shall be included in the cost of the PCC Inlay.
- Coarse aggregate fill and filter fabric beneath Comb. Conc. Curb and Gutter Type B6.18, Abutting Existing Pavement shall be included in the cost of the Comb. Conc. Curb and Gutter Type B6.18, Abutting Existing Pavement.
- 3' of 4" perforated PVC pipe with cap extending from inlets and storm sewer manholes into the CA-7 bedding shall be included in the cost for manholes and inlets of the various types and sizes.

27. RELOCATE EXISTING SIGNS

This work shall consist of removing, storing, and reinstalling existing sign panels where called out on the plans. The signs to be removed and reinstalled are "Go West" bus stop signs which are generally 1.5' x 1' in size. The signs shall be installed with new hardware on telescoping posts which will be installed at locations shown on the plans. It is intended that the reinstalled signs will be placed directly below the sign panels called for on the plans. Sign Panel, Type 1 and Telescoping Steel Sign Support shall be measured and paid for separately.

Any other signs requiring removal for construction work shall become the property of the City. Existing signs not called out to be removed but which the Contractor removes for construction shall be reinstalled at locations to be determined by the City at the Contractor's expense.

This work will be measured and paid for at the Contract Unit Price bid per Each for Relocate Existing Signs and shall include all removal, storage, reinstallation of existing signs, new hardware, and all other labor, equipment, and materials required to complete the relocations as described in the plans and these special provisions.

28. RETAINING WALL REMOVAL

This work shall consist of the complete removal of Concrete Retaining walls and Timber Retaining walls at the locations shown on the plans. The walls, including any foundations or footings and bracing shall be completely removed and properly disposed of by the Contractor. Brick retaining wall removal will be paid for as Concrete Retaining Wall Removal.

Retaining walls to be removed will be measured and paid for at the Contact Unit Price per Foot for either Concrete Retaining Wall Removal or Timber Retaining Wall Removal, and shall include all labor, materials and equipment necessary to complete this item.

29. PAVEMENT PATCHING (SPECIAL)

Pavement Patching Special shall be constructed according to Article 442, except as revised in the City of Macomb Detail "Typical Pavement Replacement Detail" as shown on the plans and as called for in these Special Provisions.

The finished surface elevation and profile of the pavement patch shall match the finished milled surface of the adjacent roadway. The surface of the patch shall be given a transverse tined finish. The joint between

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the existing pavement and the proposed Pavement Patch (Special) will not be required to be edged but shall be flush with the adjacent pavement.

Pavement Patching (Special) shall be measured and paid for at the Contract Unit Price per Square Yard, and shall include all excavation, sawcutting, tie bars, drilling, epoxy, removal and disposal of existing pavement and / or temporary aggregate surface, furnishing, placing and finishing of concrete, and all other work and materials needed to construct Pavement Patching (Special).

30. STORM SEWER LINING, CURED-IN-PLACE PIPE LINER, 12"

This item includes installation of a cured-in-place liner into the sewer mains of various sizes extending from drainage structure to drainage structure. The work shall be performed in accordance with specifications defined in Section B below.

The unit price bid for this work shall include all materials, tools, equipment, labor, and consumables associated with the wet-out process, transportation, cleaning, installation of the liner, curing, trimming and removal of excess or scrap materials and video inspection of the sewer. The unit price shall also include the costs associated with all quality control and quality assurance testing including sampling, testing and reporting.

The work includes lining of existing sewers of varying diameters and varying materials as directed and approved by the Engineer. The cured in place resin-impregnated flexible felt tube shall be inverted into existing sewer pipes of varying diameter. The minimum length of the liner will be that necessary to effectively span the distance from the inlet to the outlet of the respective drainage structure of the section of sewer being lined such that the conveyance channel is lined completely through each drainage structure. Individual inversion (or insertion) runs can be made over one or more drainage structure sections when approved by the Engineer.

This work shall include the final video inspection of the sewer after lining the sewer and after all services have been re-established. The post lining video inspection shall be in conformance with the standards defined in Section A below.

The liner installation must proceed within 8 days after the sewer cleaning to prevent accumulation of dirt. An extended gap in time between the sewer cleaning and liner installation will not be accepted.

No Lining shall be performed until the pre-lining video has been reviewed and has been approved by the Engineer.

Liner shall consist of a single continuous flexible felt tube fully impregnated with an unsaturated polyester resin or epoxy vinyl ester resin and catalysts system all as approved by the Engineer. Liner thickness shall be designed in accordance with ASTM F-1216 fully deteriorated host pipe conditions and the parameter values specified in Section B.

150 PSI liners must conform to ANSI/NSF Standard 61. The product must meet IEPA Title 35, Subtitle F, Chapter II as well as the AWWA Standards for water main quality pipe." unless otherwise directed by the Engineer.

Measurement for this item will be per Lineal Foot of liner installed and approved. Measurement will be made to the nearest whole foot.

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This work will be paid for at the Contract Unit Price per Lineal Foot for Storm Sewer Lining, 15" Diameter and per Foot for Cured-in-Place Pipe Liner, 12".

SECTION A - TELEVISED INSPECTION OF SEWERS

The Contractor must perform televised inspections of sewer required for documenting conditions of sewers. Work is to be performed by a professional video operator having appropriate equipment and significant documentable experience in televising similar types of work.

All costs incurred by the Contractor for work related to televised inspection such as but not limited to submittals, televising, inspections, reports resulting from the conditions of this work must be included in the price for STORM SEWER LINING, 15" DIAMETER and CURED-IN-PLACE PIPE LINER, 12".

The Contractor must provide two thumb drives of each televised inspection for documenting the condition of sewers within the area of construction, or as directed by the Engineer. A televised inspection must be made before the start of any construction. The final televised inspection is to be made after installation of sewer(s). The location of televised inspections must be synchronized by means of narration and an on-screen distance meter to enable judgment of the physical condition of the sewer(s).

Video inspections must be recorded on a thumb drive, of such format to be viewed on a PC in a read only format. All recordings are to be in high quality color. Printed labels on thumb drive containers and cases must include the name of the project, contract number, and date of inspection(s). The cost of televised inspection of sewers and sewer structures is included in the price for STORM SEWER LINING, 15" DIAMETER and CURED-IN-PLACE PIPE LINER, 12".

No additional working days will be allowed due to delays in securing the video inspection services of a private vendor. The final video of the sewer(s) must be made upon the completion of construction, unless directed otherwise by the Engineer. Any out of focus video or distorted audio on any portion of the video will be cause for rejection and require re-recording the inspection of the sewer at no additional cost to the Department.

Televised sewer inspections must be restricted to one (1) section of the sewer at a time, starting and stopping at manholes, junction structures, or other points of access to provide a high-quality video inspection. The televising procedure must be performed so as to avoid creating backups in sewage flow sufficient enough to cause disruptions in service or flooding. When a high volume of sewage flow is present within the sewer and prevents a televised inspection, the Contractor must notify the Engineer on how to proceed with the work. The Contractor is to flush sewers when necessary to remove light accumulations of debris to facilitate the televised inspection.

The video camera must be passed through the sewer at a uniform rate of travel not to exceed 30- feet per minute. The inspection must show the top and sides of sewer pipes, manholes, junctions, house connections, obstructions, or other conditions, which reveal the sewers architecture and physical condition. Panning and zoom rates must be controlled to provide clarity of the video inspection during playback.

If the video camera is inhibited by any obstruction, which was not removed by flushing, the Contractor must re-set the equipment in a manner so that the inspection can continue from the opposite direction. If the obstruction prevents further video of the sewer, the Contractor must notify the Engineer on how to proceed with the work.

Measurements for location references within the sewer must be referenced to above ground locations by means of a metering device. Marking of the transport cable(s), or similar method requiring interpolation for

distances or sewer depths, is not acceptable. Location references must begin at the centerline of manholes or access point, unless directed otherwise by the Engineer, All distance measurements must be narrated and electronically displayed on screen during the video inspection as appropriate.

Recorded Information for Sewer Inspections

Audio and written documentation must accompany all videos submitted to the Engineer.

The voice narrations on the video(s) must make brief but informative comments on any data of significance, including, but not limited to, the distance traveled within the sewer, locations of unusual conditions or damage, sewer connections, collapsed pipe or manhole sections, the presence of scale and corrosion, blockages, leakage, and other discernible features.

The video(s) must include the following:

A. DATA VIEW:

1. Name of streets containing sewers televised.
2. Report or video number.
3. Date of TV inspection.
4. Upstream and downstream manhole or station numbers.
5. Current distance along reach.

- B. Printed labels on thumb drives and cases must include location, date, format, and other descriptive information.

SECTION B - CLEANING AND LINING SEWER MAINS

This section includes the requirement for cleaning and cured-in-place lining of existing sewer main, lateral piping and tee connections, sewer structures and by-pass pumping operations necessary to perform lining of existing sewers.

References

- A. ASTM D638: Standard Test Method for Tensile Properties of Plastics
- B. ASTM D790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- C. ASTM D2990: Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
- D. ASTM D5813: Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
- E. ASTM FI 216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- F. ASTM D695: Standard Test Method for Compressive Properties of Rigid Plastics
- G. ASTM D2240: Standard Test Method for Rubber Property — Durometer Hardness

SUBMITTALS

Product Data

Provide the Engineer with detailed information regarding materials, chemical charts, and catalog data on all materials proposed for lining sewer mains and laterals at least 28 days before it is to be used for lining the pipeline.

Detail Information

Design calculations of proposed sewer lining for each installation.

Wet out procedures for liner prior to installation.

Equipment, methods, flushing, reinstatement of services, and testing, and operations schedules proposed for cleaning and lining work.

Locations for the access openings for cleaning and lining prior to construction and after having reviewed these locations in the field.

Quality Assurance

- A. Perform all work under the constant supervision of a qualified foreman with at least three years of experience within the last five years in this type of work. Submit a record of experience of proposed foreman to the Engineer prior to the start of work. The record is to include location and description of work, supervisor's, and company's name, and dates the experience took place.
- B. Provide minimum interference with the operation and maintenance of all interconnected sewer systems.
- C. Televised Inspection:
 1. Contractor must televise and record the interior of all pipelines to be rehabilitated in accordance with Section A at the following times:
 - a. Following cleaning of pipeline: In the presence of the Engineer's representative inspect for satisfactory cleaning, defects in pipeline and service lateral locations and condition and report findings to the Engineer. The Engineer is to determine whether repair or replacement is required.
 - b. Following applications of cured-in-place lining Contractor must again televise the interior of the sewer to inspect for satisfactory application of cured-in-place lining and restoration of laterals.
 2. Provide two labeled copies of all tapes in thumb drive format to the Engineer within five days of televising.
- D. Cured-In-Place Lining:
 1. The Engineer's inspection and acceptance of cleaning is required before cured-in-place lining of the pipeline sections. The liner installation must proceed within 8 days after the sewer cleaning to prevent accumulation of dirt. An extended gap in time between the sewer cleaning and liner installation will not be accepted.
 2. All lining thicknesses and tolerances must be in accordance with the latest revision of ASTM F1216 and the approved design calculations.
 3. The Engineer's approval is required for acceptance, after cured-in-place lining work is completed for the pipeline sections.

Delivery, Storage and Handling

All materials and equipment to be incorporated in the work must be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work. Any excavated material is not to be stockpiled on the work site overnight. Materials and equipment must be kept neatly piled and compactly stored in such locations to avoid inconvenience to public travel and adjoining owners, tenants, and occupants.

Project/Site Conditions

- A. Do not perform work during unsuitable weather conditions including cold weather temperatures below 40 degrees Fahrenheit that may affect the lining process.
- B. Solid deposits removed from the interior of the main are to be collected and disposed of in a legal manner by the Contractor.
- C. All pre-installation measurements will be the responsibility of the Contractor.

- D. Traffic control is to be in accordance with applicable district details, highway standards, and special provisions, and will not be paid for separately for the lining process, but shall be considered as included in the cost of the lining.

Sequencing and Scheduling

All sequencing and scheduling of the work will be the responsibility of the Contractor. The Contractor will be required to submit a detailed schedule and work sequence plan to the Engineer for review prior to beginning any work. The review of this schedule and sequencing plan are for record purposes only and does not constitute acceptance of any means or methods of Construction by the Contractor.

Sewer Lining Material

- A. A liner to be installed in an existing sewer using resin-impregnated flexible felt tubes. The liner is to be inverted into the existing sewer utilizing a vertical inversion standpipe and hydrostatic head. Curing is to be accomplished by circulating hot water or any other approved methods suitable to cure the resin into a hard impermeable pipe (sewer liner). When cured, the liner is to extend over the length of the inversion as a continuous tight fitting watertight pipe-within-a pipe.
- B. The finished liner must be fabricated from materials which are chemically resistant to withstand exposure to domestic sewage when cured.
- C. The liner tube must be fabricated to a size that when installed will neatly fit the internal circumference of the sewer specified by the Department. Allowance must be made for circumferential stretching during insertion. Unless otherwise specified, the Contractor must furnish a general-purpose unsaturated polyester resin or epoxy vinyl ester resin or an equally compatible resin meeting the requirements of this section. The catalyst system must be compatible with the process being utilized and it must provide the cured physical strengths specified herein.
1. Physical Strength: The cured sewer liner must conform to the minimum structural standards, as listed below:
 - a. Cured Sewer Liner Standard Results
 - b. Test Method for Tensile ASTM D-638 2,500 psi Properties of Plastics
 - c. Test Method for Flexural ASTM D-790 4,500 psi Properties of Plastics (Flexural Strength)
 - d. Test Method for Flexural ASTM D-790 250,000 psi Properties of Plastics (Flexural Modules of Elasticity)
 2. Liner Thickness: The liner for the rehabilitated sewer must be designed in accordance with ASTM FI 216 using the following parameters.
 - a. The sewer to be rehabilitated will be considered fully deteriorated.
 - b. The rehabilitated sewer will be subject to an earth load of 120 pounds per cubic foot.
 - c. Applicable live load conditions will be considered using AASHTO HS-20 highway loads.
 - d. A value of 2 will be used for the Factor of Safety.
 - e. When the crown of the sewer to be rehabilitated is 7 feet or less below the surface grade, the soil modulus value will be 700 psi. When the crown of the sewer to be rehabilitated is more than 7 feet below the surface grade, the soil modulus value will be 1,000 psi.
 - f. The maximum creep retention factor will be 50%.

Equipment

Sewer mains must be cleaned using a combination of flushing and one or more of the following cable-attached devices, including bucket machines, hydraulic-jet cleaning, rodding machines, and vacuum machines. Other types of cleaning may be utilized by the Contractor if they are capable of producing the specified results and are approved by the Engineer.

The cleaning equipment must be capable of removing all dirt, grease, rocks, bricks, tree roots, mineral deposits, and other deleterious materials and obstructions from the main sewers and manholes.

The type of equipment and the method to be used must be based on the condition of the sewer, lateral sewer, or connection to the existing sewer at the time work commences without causing damage to the piping. The selection of equipment must produce the results specified and will be at the Contractor's discretion, subject to the approval of the Engineer.

The Contractor will be required to supply continuous service to both commercial and residential customers at all times during both the cleaning and lining process when called for on the drawings, specified, or when directed by the Engineer. All cleaning methods, even those requiring short shutdowns will be required to have a bypass piping system in place. There will be no additional compensation to the Contractor for protecting any bypass piping system from weather, accident or vandalism.

Source Quality Control

All materials provided and work performed will be subject to inspection.

Examination and Inspection

The entire procedure for cleaning the pipeline and the application of the cured-in-place lining will be subject to continuous inspection by the Engineer, but the inspection does not relieve the Contractor of the responsibility to provide material and perform work in accordance with this specification,

Sewer Lining Preparation

A. Cleaning

1. The Contractor must clean all sewers, lateral and tee connections as required for liner installation. For sewer cleaning, all sludge, dirt, sand, rock, grease, and other solid or semi-solid material existing or resulting from the cleaning operation must be removed at the downstream manhole of the main sewer section being cleaned. The Contractor must not pass material from one main sewer section to another main sewer section.
2. For sewer cleaning, whenever hydraulic cleaning equipment is used, a suitable weir or dam must be constructed in the downstream manhole of the main sewer section from which material is being removed that traps all solids for removal from the sewer. Whenever a bucket machine is used, a suitable container must be provided to receive the materials dumped from the bucket machine.
3. In the event of a rainstorm causing debris to wash into a previously cleaned main sewer section/lateral connection, the Contractor must ensure that such main sewer sections/lateral connections are cleaned again prior to the installation of the liner.
4. The Department retains the right to determine the acceptance or rejection of all work according to the terms of these Special Provisions. In the event of a rejection of the completed work, corrective action must be initiated within 48 hours of a notice of rejection. The Contractor is responsible at the final inspection for ensuring that the entire job is acceptable to the Engineer.

B. Root Removal

1. Roots must be removed during the cleaning operation prior to the installation of the liner in those main sewer sections and lateral connections where root intrusion is a problem. All Contractor costs for root removal will be considered included in the cost of Storm Sewer Lining of the various sizes and no separate payment will be made.

C. Cutting of Protruding Lateral Sewer Connections

1. The Contractor must cut and remove protruding private drain lateral connections as ordered by the Engineer. The work must be accomplished without open excavation by use of cutters

inserted into the sewer and operated from a remote surface location. It is anticipated that no service laterals will be present in the storm sewer sections to be lined.

D. Disposal of Materials Removed

1. All solids or semi-solids resulting from the cleaning and/or repair operations must be removed from the site by the Contractor on a daily basis and transported for disposal in an approved dump location conforming to all current government regulations. The Contractor must not deposit or accumulate debris in main sewer sections.
2. No debris or dump boxes will remain on the public way outside of working hours unless a prior written request is submitted and approved in writing by the Engineer.

E. Protection During Cleaning Operations

1. Satisfactory precautions must be taken to protect the main sewers and sewer manholes from damage that might be caused by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend on water pressure, or any tools which retards the flow of water in the main sewers is used, precautions must be taken to ensure that the water pressure created does not cause any damage or flooding to any public or private property served by the main sewer section being cleaned.
2. The Contractor is responsible for the cost of restoring all damage to public and private property as a result of all cleaning operations.

F. Protection During Rehabilitation Operations

1. Satisfactory precautions must be taken to protect the main sewers, sewer manholes and lateral connections from damage that might be inflicted by the improper use of rehabilitation equipment. The Contractor must use care to prevent damage to portions of the sewers, sewer structures and lateral connection which are to remain in place. All repairs outside of the limits of removal or order by the Engineer and which are damaged by the Contractor will be repaired or replaced by the Contractor without cost to the Department.
2. The Contractor will be responsible for all damage to public and private property as well as all repairs outside of the limits of removal or as ordered by the Engineer which are damaged by the Contractor must be repaired by the Contractor without cost to the Department.
3. The Contractor must take all necessary precautions to ensure that the water pressure created by diverting or retarding the flow does not cause any damage or flooding to public or private property being served by the main sewer section being rehabilitated.
4. The Contractor's attention is called to the fact that flows in the existing sewers could flood the work under this Contract, especially in the event of heavy rains. The Contractor must be prepared at all times to safeguard workmen and protect the work under this Contract from damage by flooding. The Contractor will maintain the flow of the existing sewers.
5. The Contractor must install a screen capable of keeping debris from entering the sewer system.

Sewer Lining Installation

A. Sewer Flow Control:

1. Pumping and By-passing: When pumping and bypassing is required, the Contractor must supply the pumps, flumes, and other equipment necessary to divert the flow of wastewater around the main sewer section being rehabilitated. The contractor must submit in writing to the Engineer for approval, a plan for pumping and bypassing. The bypass system must have the necessary capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will furnish the necessary labor and supervision to set up and operate the pumping and by-pass system.
2. While performing the work under this Contract, the Contractor will comply with all applicable Federal, State and Local statutes, ordinances, and directives with respect to the elimination of

excessive noise and pollution of air and water due to his operations. When pumping and by-passing is required, engines will be equipped in a manner to keep noise to a minimum.

3. Flow Control Precautions: When a main sewer is plugged, blocked, or by-passed, sufficient precautions must be taken to protect the main sewer from damage that might result from sewer surcharging. Precautions must be taken to ensure that the sewer flow control operations do not cause flooding or damage to public or private property served by the sewer being rehabilitated.

B. Cured-In-Place Lining:

1. Proceed as soon as possible after pipeline is cleaned, necessary point repairs completed, and the Engineer has approved, in writing, the pipeline to be lined.
2. Conform to ASTM FI 216.
3. The Contractor is to designate the location where the felt tube liner will be vacuum impregnated, wet-out, prior to installation.
4. Transport impregnated liner at a temperature below 40 degrees Centigrade and out of direct sunlight and install within 24-hours of wetting.
5. The liner for sewers must be inserted through an existing manhole or other suitable point of access by an inversion, inside-out, process using hydrostatic head to fully extend the felt tube to the next manhole or access point.
6. The cured-in-place liner must cure the inverted impregnated felt tube with a suitable heat source and water re-circulating equipment to a temperature deemed adequate by the Resin Manufacturer to cure the impregnated felt tube. The water used to cure the impregnated felt tube must be cooled and the static head released in such a manner as to avoid damage to the cured liner.
 - a. Gauges are to be provided to monitor ingoing and outgoing temperatures of the curing water supply and at the downstream manhole location.
 - b. Temperature, in accordance with the resin manufacturer, is to be maintained until the temperature to achieve an exotherm is reached for the duration recommended and the exposed sections of liner in the up and downstream appear sound and hard.
 - c. Pressure is to be maintained until the temperature of the hardened pipe is below 100 degrees Centigrade.
7. The cured resin-impregnated tube must be sound and be free from visual defects and:
 - a. Continuous between manholes over each section of the sewer main liner.
 - b. Extend over the length of the inversion as a continuous tight fitting watertight pipe-within-a-pipe.

C. Pumping, Bailing, and Diversion

1. The Contractor must provide and maintain at all times ample means and devices for the temporary diversion of flow in existing sewers and drains and the prompt removal and proper disposal of all water or sewage entering the tunnels, trenches or other parts of the work, and must keep said excavations as dry as practicable until the structures to be built have been completed. All water pumped or drained from the work and from existing sewers must be disposed of in a suitable manner without damage to adjacent property, or to sewers, pavements, electrical conduits or other work or property. The Contractor must provide all temporary flumes or pipelines and pumping equipment required for the proper diversion of sewage and removal of drainage from the work.
2. Whenever the Contractor, at the downstream end of his Contract, removes an existing bulkhead which was placed as part of a previous contract, he must install a screen suitable for the purpose of preventing his construction debris from floating into the completed portions of the sewer system. As his work progresses, he must also clean the completed portions of the sewer by removing rails, jacks, lumber, sandbags and all other construction equipment, excess material and debris.

3. The Contractor must place and maintain all temporary dams, flumes, bulkheads or other structures necessary to prevent water from adjacent sections of the sewer system from entering the work under this Contract in such a manner as to injure it and must completely remove all such temporary structures from the completed portion of the work as rapidly as practicable. The Contractor must not place a dam, flume or bulkhead in any sewer without first obtaining the approval of the Engineer. The Contractor must ascertain the possibility of sewage backing up into basements and causing damage and he will be held responsible for any such damage.
 4. The Department does not assume responsibility for providing the Contractor with an outlet for any storm water or sewage which must be disposed of during the construction work under this Contract. Until the acceptance of the work, the Contractor will, if so ordered by the Engineer, keep the entire work pumped free of water and sewage and before the acceptance of any part of the work, must clean the entire length of such finished part of the work to the satisfaction of the Engineer.
 5. Water must not be allowed to flow over or stand on the invert in such a manner as to cause scouring of the concrete surface.
 6. All costs due to the provisions of this section or by interruption of the work included herein, are to be included in the unit cost for storm sewer lining as bid.
- D. Finishing Of Contract Work
1. The Contractor must protect the main sewers and sewer manholes from damage that might be inflicted by improper use of installation equipment.
 2. The Contractor must ensure that a watertight seal is made at all connections in manholes and apply a seal if the installed cured tube fails to make a watertight seal. The costs for such seals are included in cost of the storm sewer lining of various sizes and shall not be paid for separately.
 3. The Contractor must reconnect all active drain connections and other lateral sewers as directed by the Engineer without excavation.
 4. The Contractor must seat the liner edges between inversions / insertions or at the end of an inversion / insertion to an even thickness with a hydraulic mortar.
 5. When the liner is continuous through a manhole, the liner must be trimmed flush with the wall of the bench. The cut edges must be sealed with a hydraulic mortar that adheres to both the wall of the bench and the liner.

The Contractor must submit a schedule clearly depicting the date and duration of both the cleaning and lining work to the Engineer for review. No work is to begin until the schedules have been submitted and reviewed by the Engineer.

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

City of Macomb, Illinois

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.



| | | |
|----------------|--------------|-----------------|
| Route | Marked Route | Section Number |
| Adams Street | FAU 6915 | 21-00151-00-SW |
| Project Number | County | Contract Number |
| 51CI(766) | McDonough | 89829 |

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 |
|  | 3/22/23 |

| | | |
|----------------|-----------------------|----------------|
| Print Name | Title | Agency |
| Alice Ohrtmann | Public Works Director | City of Macomb |

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 project traverses ~0.2 miles along W Adams Street from Johnson St. to Charles St. T6N, R3W & Sec. 36; LAT 40.4625, LONG -90.67833

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

Construction activities include the removal and replacement of PCC pavements, curb & gutters, sidewalks & driveways. Work also includes storm sewer repair and linings with erosion control installation, maintenance and removal, seeding, pavement marking and street sign installations.

C. Provide the estimated duration of this project:

Proposed project length is estimated at 80-working days.

D. The total area of the construction site is estimated to be 1.5 acres.

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

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

Existing runoff coefficient: 0.8; Final runoff coefficient: 0.8

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

Project Soils includes: Clarksdale silt loam (257B); Rozetta Silt loam (279C2)

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

No wetlands present per US Fish & Wildlife National Wetlands Inventory.

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

Slope of Adams St once pavement has been removed

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.):

All stages include earth excavation and embankment for roadway, sidewalk, and entrance construction, and for storm sewer installation. No slopes exceeded 1:4.

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:

The project will drain into the City of Macomb storm sewer & eventually into East fork La Moine River (U.S. Army Corps of Engineers jurisdiction)

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

N/A

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:

Storm water shall discharge from the storm sewer system at one location that is directed towards East fork La Moine River.

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

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

N/A - No storm water discharges are within 50' of Waters of the U.S.

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 - No sensitive environmental resources area associated with this project.

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 - No 303(d) listed receiving waters are associated with this project.

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:

Initial controls include perimeter silt controls around project area. In addition, inlet protection shall be installed around existing & proposed inlets/flare end sections (once installed). Erosion control blanket shall be placed in the drainage ditch areas. Seeding shall immediately take place following final grading. All controls shall remain

in place until vegetation has established.

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

The project requires & City shall obtain the State of Illinois NPDES General permit ILR10 for construction activities.

Floodplain

N/A - Project not located in the floodplain

Historic Preservation

N/A - IDOT Cultural Resources review concluded that there are "No Historic Properties Affected" associated with this project.

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

According to the IDOT Natural Resources Review (Part 1075), it was concluded that there were no Illinois Endangered Species/Illinois Natural Areas/Nature Preserves associated with the project site area.

Other

Wetland

As previously stated in Section G. above, no wetlands are associated with the project area.

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Antifreeze / Coolants | <input checked="" type="checkbox"/> Solid Waste Debris |
| <input checked="" type="checkbox"/> Concrete | <input checked="" 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 checked="" type="checkbox"/> Other (Specify) <u>Potential oil spills/leaks</u> |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input checked="" type="checkbox"/> Other (Specify) <u>Dust</u> |
| <input checked="" type="checkbox"/> Paints | <input checked="" type="checkbox"/> Other (Specify) <u>Concrete Cutting</u> |
| <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) | <input checked="" type="checkbox"/> Other (Specify) <u>Potential sanitary stations</u> |
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Other (Specify) <u>Potential dewatering areas</u> |

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 type="checkbox"/> Preservation of Mature Seeding | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Protection of Trees | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Sodding | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (Specify) _____ |

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

Erosion blanket shall be used on embankments to facilitate final vegetation growth & immediately upstream from discharge points. Permanent seed used for all disturbed areas with a IDOT Class 2A seed mixture for lawn turf. Temporary Erosion Seeding (IDOT Class 1A) may be needed for winter shut down period &/or to reduce bare soil exposure for excessive lengths of time. Trees not needed for removal for the project shall be protected.

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

The permanent seeding in the disturbed areas for the proposed lawn turf shall be an IDOT Class 2A seed mixture. The lawn turf shall be maintained by the land owner or adjacent land owner.

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

- | | |
|--|--|
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Stabilized Trench Flow |
| <input type="checkbox"/> Dust Suppression | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Dewatering Filtering | <input type="checkbox"/> Slope Walls |

- | | | |
|--|---|-----------------------------------|
| <input type="checkbox"/> Gabions | <input type="checkbox"/> Temporary Ditch Check | |
| <input type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Temporary Pipe Slope Drain | |
| <input type="checkbox"/> Level Spreaders | <input type="checkbox"/> Temporary Sediment Basin | |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Temporary Stream Crossing | |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Turf Reinforcement Mats | |
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input checked="" type="checkbox"/> Other (Specify) | <u>Silt control - storm sewer</u> |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (Specify) | _____ |
| <input type="checkbox"/> Retaining Walls | <input type="checkbox"/> Other (Specify) | _____ |
| <input type="checkbox"/> Riprap | <input type="checkbox"/> Other (Specify) | _____ |
| <input type="checkbox"/> Rock Outlet Protection | <input type="checkbox"/> Other (Specify) | _____ |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Other (Specify) | _____ |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Other (Specify) | _____ |

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

Perimeter Erosion Barrier - Will be installed along a majority of the site perimeter areas prior to earthwork activities; Storm drain inlet/culvert protection shall be placed on any existing storm drains/inlets in the vicinity of the project area & shall be installed immediately following the installation of proposed inlets/culverts.

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

All of the remaining structural practices proposed shall be removed once the site has obtained stabilization with vegetation since they are temporary practices.

D. Treatment Chemicals

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

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

N/A

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

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

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

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

Description of permanent storm water management controls:

Storm water to be placed into City storm sewers that continue to stay in City storm sewers well passed the limits of the project.

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:

The soil, erosion & sediment control measures for this site should meet the additional requirements established by City of Macomb.

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.

IDOT Erosion and Sediment Control Field Guide shall be followed for maintenance on Best Management Practices associated with this project, in addition to the following:

- 1) Perimeter Erosion Barrier - Should be inspected regularly for undercutting, overtopping, & tears along the length of the fence. Deficiencies should be repaired immediately. Remove accumulated sediments from the fence base when the sediment reaches one-half the fence height. During final stabilization, properly dispose of any sediment that has accumulated on the silt fence. Alternative sediment control measures should be considered for areas where silt fence continuously fails.
- 2) Inlet/culvert protection: Should be installed at all open grates and on upgradient ends of the culvert piping that receive discharges from disturbed areas. The location of the inlet/culvert protection is shown on the Erosion and Sediment Control Plan.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 **2.00%** 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 it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (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 (BDE)

Effective: August 1, 2023

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

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

80451

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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

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

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

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO_3 to break dormancy and dyed to indicate such.

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

80445

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

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

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

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

80448

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 1, 2022

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

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

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

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an

identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

80437

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975
Revised: September 2, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20338

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

80439

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

80302

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 95 working days.

80071

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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 recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting this bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

