

# 147

**Letting March 10, 2023**

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



**Contract No. 74212  
EFFINGHAM County  
Section (18Z)R  
Route FAP 95  
Project NHPP-64F1(960)  
District 7 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. March 10, 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. 74212  
EFFINGHAM County  
Section (18Z)R  
Project NHPP-64F1(960)  
Route FAP 95  
District 7 Construction Funds**

**PCC pavement, pavement removal, earthwork, curb and gutter, storm sewer, traffic signals, highway lighting and sidewalks on US 40 & IL 33 from west of Raney Street to East of Walnut Street in Effingham.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

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

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## **STATE OF ILLINOIS**

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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of FAP Route 95 (US 40 & IL 33), Project NHPP-64FI(960), Section (18Z)R, Effingham County, Contract No. 74212, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 95 (US 40 & IL 33)  
Project NHPP-64FI(960)  
Section (18Z)R  
Effingham County  
Contract No. 74212

#### **LOCATION OF PROJECT**

The work on this project is located west of Raney Street to east of Walnut Street in Effingham.

#### **DESCRIPTION OF PROJECT**

The work on this project consists of PCC pavement, pavement removal, earthwork, curb & gutter, storm sewer, traffic signals, highway lighting, sidewalk, sodding, and any other work necessary to complete the project.



## TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 107.09, 107.14, and 107.15 of the Standard Specifications for Road and Bridge Construction, the following highway standards, and Recurring Special Provisions relating to traffic control:

Highway Standards:

701001    701006    701011    701201    701206    701301    701306    701311    701427  
701602    701606    701611    701701    701801    701901

Standard 701001: This standard shall be used for any operation that is more than 15 feet away from the edge of pavement.

Standard 701006: This standard shall apply when at all times any vehicles, equipment, workers, or their activities will encroach in the area from 15' to the edge of pavement.

Standard 701011: This standard shall apply when at all times any vehicles, equipment, workers, or their activities require an intermittent or continuous moving operation on the shoulder where the average speed is 1 mph or less.

Standard 701201: This standard shall be used where at any time any vehicle, equipment, workers, or their activities are performed where a lane closure is required on a 2 lane 2-way pavement.

Standard 701206: This standard shall be used where at any time any vehicle, equipment, workers, or their activities are performed where a lane closure is required on a 2 lane 2-way pavement for nighttime operation.

Standard 701301: This standard shall be used when short time work operations are being performed.

Standard 701306: This standard is used where at any time any vehicle, equipment, workers, or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than ½ mph and less than 4 mph.

Standard 701311: This standard shall apply when any vehicle, equipment, workers, or their activities will require a continuous moving operation where the average speed is greater than 3 mph.

Standard 701427: This standard shall apply when any vehicle, equipment, workers, or their activities will require stationary operations up to 1 hour or a continuous/intermittent moving operation where the average speed of movement is greater than 1 mph.

Standard 701602: This standard shall be used where at any time, day or night, any vehicle, equipment, workers, or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

Standard 701606: This standard shall be used where at any time, day or night, any vehicle, equipment, workers, or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

Standard 701611: This standard shall be used where at any time, day or night, any vehicle, equipment, workers, or their activities encroach on the pavement requiring the closure of more than one traffic lane in an urban area.

Standard 701701: This standard shall be used where at any time, day or night, any vehicle, equipment, workers, or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Standard 701801: This standard is used for curb and gutter removal and replacement, ADA sidewalk ramp improvements, traffic signal items, intersection striping, and any other construction operations requiring a sidewalk or crosswalk closure within the project limits.

Standard 701901: This standard shall apply to traffic control devices used on the project.

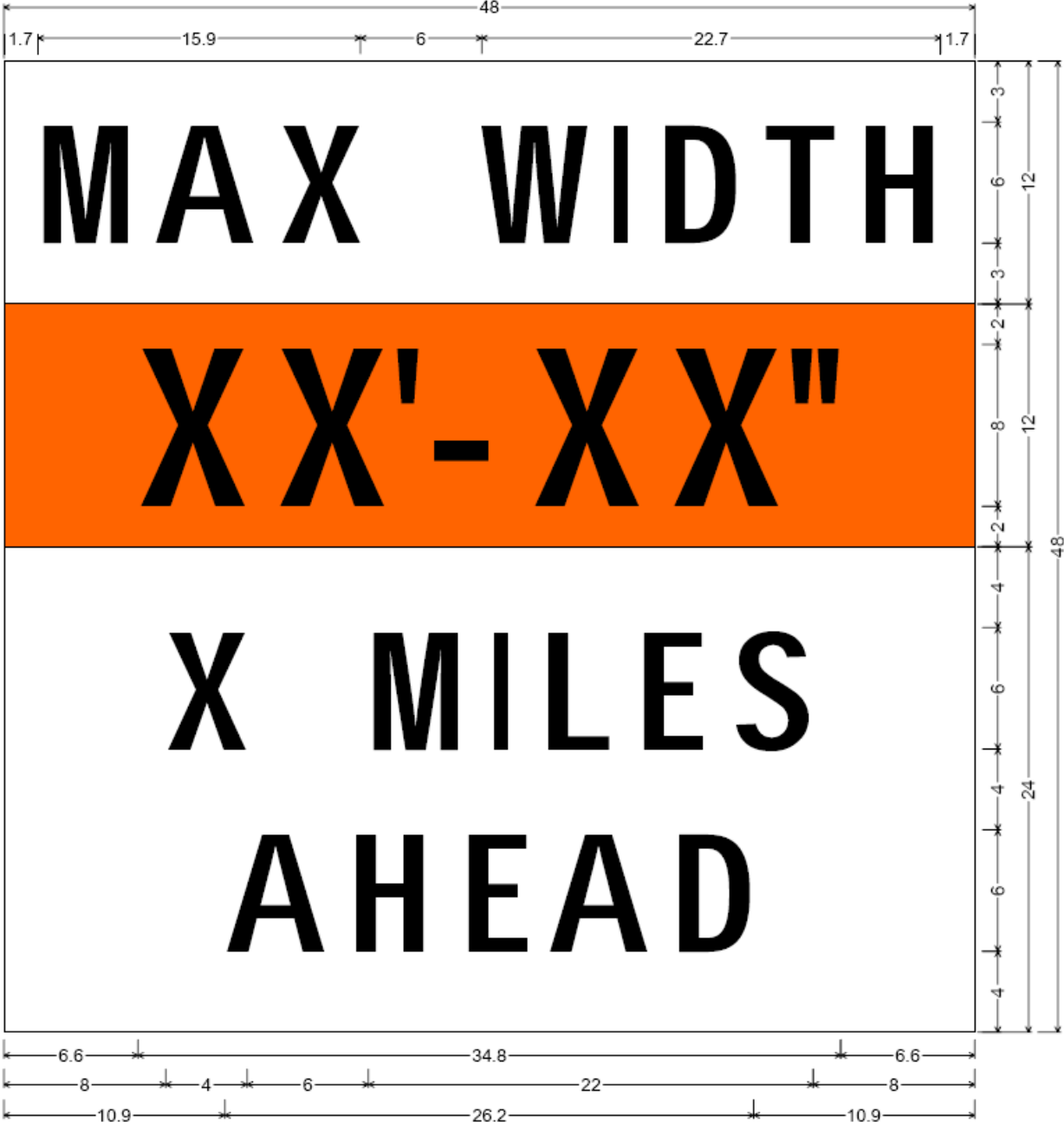
Width Restriction Signs: The Contractor shall furnish and install the following signs to advise motorists of the width restriction created when the lane width is 10'-0" and traffic control devices are on both sides of the lane. The signs shall be installed on posts or skids.

The Engineer shall approve the exact locations of all proposed signs prior to installation. Installation shall be in accordance with Standard 701901.

The signs shall be furnished by the Contractor and shall conform to the dimensions and text as shown on the drawing included herein. When the width displayed on the signs must be changed as determined by the Engineer, materials to modify the signs shall be furnished and installed by the Contractor.

The Contractor shall be responsible for the maintenance of the signs during the life of the project. The Contractor shall ensure the continual visibility of these signs is maintained and not obstructed by vegetation or other obstacles.

The signs shall be promptly removed when the restriction is no longer in effect.



W12-1103 (Width is 8D);  
 No border, Black on White;  
 "MAX WIDTH" D;  
 No border, Black on Orange;  
 "XX'-XX\"" D;  
 No border, Black on White;  
 "X MILES" D; "AHEAD" D;

## **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)**

This work consists of furnishing, installation, maintenance, and removal of traffic control and protection required for pre-stage, stage construction, and post-stage operations during construction of this project as shown on the plans, as directed by the Engineer, in accordance with the applicable portions of the Standard Specifications, and as herein specified.

Traffic control devices under this item are all posts or supports, signs, drums, barricades, temporary signing, temporary pavement markings, and all necessary and collateral traffic control and protection measures required to perform traffic control and protection as shown on the Staging Plans and as herein specified.

Traffic control and protection required under this item shall include all activity prior to, during, and post stage construction except as shown on the plans or as specified elsewhere in these provisions. Traffic control and protection for activities prior to and after stage construction shall be in accordance with the appropriate highway standards and meet the approval of the Engineer. Traffic control and protection as required prior to and after stage construction will not be paid for separately and shall be considered as included in the costs of traffic control and protection as herein specified.

References to and application of highway standards to be used in conjunction with the traffic control and protection on the Staging Plans, unless otherwise directed, will not be paid for separately and shall be considered as included in the cost of traffic control and protection as herein specified.

Existing pavement markings that are in conflict with stage construction operations for this project shall be covered with pavement marking blackout tape or removed as directed by the Engineer and in accordance with Sections 701 and 783 of the Standard Specifications except that payment will not be made separately for this item of work but considered as included in the costs for traffic control and protection as herein specified.

Traffic control and protection as herein specified will be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) which price shall be payment in full, and no additional payment will be allowed.

## **ACCESSIBLE PEDESTRIAN SIGNALS**

This work shall consist of furnishing and installing pedestrian pushbuttons of the type specified in accordance with Section 888 and Article 1074.02 of the Standard Specifications and Accessible Pedestrian Signals (APS) BDE special provision, except as modified herein.

The pushbuttons shall meet ADA requirements. All pedestrian pushbuttons shall have a case and be equipped with a 2" diameter button for easy access. The push buttons shall have a yellow housing and utilize a solid-state switch or reed relay. The following model is approved within the district: Polara iNS 2-wire Push Button Station or an approved equal.

The pedestrian pushbutton shall be in a modular station assembly accommodating the size of sign listed below (9 x15). The pushbutton will be part of the modular station with a four-hole mount round cover assembly.

The pedestrian pushbutton installation shall include all crossing signs and hardware required to mount the pedestrian pushbutton. All hardware shall be of stainless-steel construction. All bolts shall be hex head, and no self tapping/drilling screws will be allowed. Anti-seize paste shall be installed on all fasteners.

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

This work will be paid for at the contract unit price per EACH for ACCESSIBLE PEDESTRIAN SIGNALS.

## **ADA CURB RAMPS**

This work shall consist of constructing a Portland cement concrete sidewalk in accordance with Section 424 and Section 606 of the Standard Specifications, except as described herein.

All pedestrian facilities and shared use paths on this project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG). The appropriate pedestrian ramp details for each quadrant are included in the plans. The Engineer may provide additional details to those provided in the plans that meet the PROWAG guidelines as the need arises and field conditions dictate.

- (A) Pedestrian facilities must be constructed to meet the following criteria:
- (1) Pedestrian access routes (PAR) must be constructed to meet the following:
    - 5 feet typical width (4 feet minimum)
    - A maximum cross slope of 2.0%. (1.5% preferred)
    - Vertical discontinuities must be less than 0.25 inches.
    - Must provide positive drainage to prevent ponding and maintain existing drainage flow patterns unless indicated otherwise in the plans.
    - All grade breaks shall be constructed perpendicular to the path of travel.
  - (2) Landings are part of the PAR and must be constructed to meet the following:
    - 5 feet by 5 feet typical (4 feet by 4 feet minimum)
    - Maximum slope of 2.0% in all directions. (1.5% preferred)
    - Required at all locations where the PAR changes directions.
    - Must be connected to the PAR
- (B) To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the construction sequence at each quadrant:
- (1) The Contractor shall use the appropriate ramp details in the plans to determine if the removal limits for the sidewalk and curb and gutter are adequate.
  - (2) The Contractor shall verify that the proposed curb flow lines will provide positive drainage as well as maintain existing drainage patterns including existing gutter flows. The curb and gutter shall be constructed as detailed in the plans with a defined flow line and no vertical discontinuities in the PAR.

- (3) All landings/turning spaces shall be formed and placed separately in an independent concrete pour prior to placement of curb ramps and sidewalk. All necessary subgrade preparation for the entire quadrant shall be done before the landings/turning spaces are constructed. Tie bars will be required as shown in the plan detail. The tie bars will not be paid for separately.
  - (4) After the landings have been constructed, the Contractor will be allowed to form and pour the remaining curb ramps/sidewalks.
  - (5) If at any time the Contractor determines that the requirements of PROWAG cannot be met, the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.
- (C) The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this special provision. This layout includes, but is not limited to, placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, and ramp limits. Any inspection or checking of the Contractor's layout and the acceptance of any part of it shall not relieve the Contractor of their responsibility to secure proper dimensions, grades, and elevations. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility.
- (D) Sidewalk joints shall be placed according to Section 424.06 of the Standard Specifications. A sidewalk joint will be required at all grade breaks within the PAR. The top-grade break of walkable flares shall require a visual joint to indicate a change in grade. The Contractor shall have the option of providing saw cuts to construct all sidewalk joints and the gutter joints within the PAR.

If the Contractor constructs any pedestrian or shared-use trail facilities that are not per plan, do not meet PROWAG, or do not follow the agreed upon resolution between the Engineer and the Contractor; the Contractor will be responsible for correcting the deficient facilities with no compensation paid for the corrective work.

Tie bars are required for the landings as shown on the plan detail. They shall be #4 bars and 30" in length.

This work will not be paid for separately but shall be considered included in the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified and the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER, of the type specified.

## **AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS**

**“402.10 For Temporary Access.** The Contractor shall construct and maintain aggregate surface course for temporary access to field entrances, private entrances, commercial entrances, and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Field entrance: The minimum width shall be 12 ft (3.6 m). The minimum completed thickness shall be 6 in (150 mm). The maximum grade shall be twelve percent except as required to match the existing grade.
- (b) Private Entrance: The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in (150 mm). The maximum grade shall be eight percent except as required to match the existing grade.
- (c) Commercial Entrance: The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent except as required to match the existing grade.
- (d) Road: The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in (230 mm). The grade and elevation shall be the same as the removed pavement except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every field entrance, private entrance, commercial entrance, or road constructed for the purpose of temporary access. If a field entrance, residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (FIELD ENTRANCE), TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE), or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each of the type constructed will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

## **BASEMENT FLOORS**

The Contractor shall break the concrete basement floors into pieces not exceeding 2 square feet before the basement is filled with suitable material as specified in Article 1003.01 of the Standard Specifications. This work will not be paid for separately but considered as included in the cost of BUILDING REMOVAL OF THE NO. SPECIFIED.

## **BORROW AREAS, USE AREAS, AND/OR WASTE AREAS**

In addition to the provisions contained in Article 107.22 of the Standard Specifications, the Contractor shall submit all required documents to the District electronically. All photos shall be in color.

## **CHANGEABLE MESSAGE SIGN, SPECIAL**

This work shall be completed in accordance with Section 701 of the Standard Specifications, the Supplemental Specifications, and the following additional requirements.

The changeable message signs to be installed under this item are to be used as advanced notification of the impending work. The Engineer will determine the messages to be displayed. The approximate location of changeable message signs for the various construction stages will be as approved by the Engineer.

The changeable message signs shall be in place a minimum of 14 days directly prior to the commencement of work that requires a lane closure. The Contractor will not be permitted to have any lane closures without the 14-day notice using the changeable message signs unless approved by the Engineer. Delays caused by failure to provide the required notice shall not be considered justification for a change in the working days allowed on the contract.

This work will be paid for at the contract unit price per CALENDAR MONTH for each sign as CHANGEABLE MESSAGE SIGN, SPECIAL, as herein specified.



## **CONCRETE MEDIAN SURFACE REMOVAL**

This work shall consist of removing and disposing of the existing concrete median surface in accordance with the applicable portions of Section 440 of the Standard Specifications at the locations shown on the plans and as directed by the Engineer.

The Contractor shall machine-saw a perpendicular clean joint between the portion of the median to be removed and that which is to remain in place. If the Contractor removes or damages the existing median outside of the limits designated for removal, he or she will be required to remove and replace that portion at their own expense to the satisfaction of the Engineer.

This work will be paid for at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN SURFACE REMOVAL, which price includes all labor, material, and equipment necessary to removal and dispose of the concrete median surface.

## **CONFLICT MANHOLES**

Description: This work shall consist of furnishing and installing Manhole, Type A 5 ft, Type 1 Frame and Grate (Closed Lid) as specified in Section 602 of the Standard Specification and as shown in the plans and as herein specified.

Materials: Manholes, Type A shall be precast reinforced concrete and meet the applicable material requirements of Section 602 of the Standard Specifications. Construction of the manhole shall comply with IDOT Highway Standard 602402.

Construction Requirements: Manholes, Type A and specified frame and grates shall be installed as specified in applicable portions of Section 602 of the Standard Specifications. Installation, with regard to the use of a flat slab top, shall comply with IDOT Highway Standard 602402.

The cost of excavation, including excavation in rock, backfill, casing pipe, sanitary sewer, manhole, and frame and grate will not be paid for separately but will be included in the cost CONFLICT MANHOLES.

Basis of Payment: Furnishing and installing conflict manholes will be paid for at the contract unit price per EACH for CONFLICT MANHOLES.

## **COMBINATION LIGHTING CONTROLLER**

Description: This work shall consist of furnishing and installing a photocell with integral surge arrester, 3-position selector switch (H-O-A), terminal/splice blocks, and 30 amp lighting contactor (120V) in the traffic signal cabinet to control the operation of the combination lighting units.

A 120-volt 20 amp circuit breaker shall be installed inside the traffic signal controller connected to the main breaker to serve the roadway lighting per Section 1068.01(e)(3) of the Standard Specifications. The circuit breaker shall be clearly labeled for lighting according to Article 1068.01(f) of the Standard Specifications.

Install all lighting components independent of the traffic signal components on one side of the cabinet and label as "LIGHTING". The under-eave photocell shall be mounted on the traffic signal controller cabinet per Section 1068.01(e)(2) of the Standard Specifications. Furnish and install all wiring between components to make a fully functional lighting control system for the combination lights.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for COMBINATION LIGHTING CONTROLLER, which shall be payment in full for all labor, materials, and equipment required to complete the installation.

## **CONNECTION TO EXISTING DRAINAGE STRUCTURE**

Description: This work shall consist of making a storm sewer connection to an existing structure at locations shown in the plans in accordance with the applicable portions of Section 602 and 550 of the Standard Specifications.

Construction Requirements: The Contractor shall core cut the existing structure to the size necessary to insert a flexible manhole connector meeting ASTM C-923 for the connecting pipe. The annular space between the connecting pipe and the flexible manhole connector shall be filled with hydraulic cement up to the centerline of the pipe. Non-shrink grout may be used to fill the annular space for ductile iron, cast iron, and reinforced concrete pipes.

The Contractor shall notify the Engineer when the existing structure cannot be cored due to existing openings or conditions. The Contractor shall saw cut and remove portions of the existing structure to provide a minimum of 6-inches of clearance on all sides of the proposed pipe. The Contractor shall install a waterstop grout ring according to the manufacturer's instructions. The waterstop grout ring shall be approved by the Engineer. The Contractor shall frame and pour Portland cement concrete to completely fill the void and a minimum 6" outside of the wall of the structure.

Basis of Payment: This work will be paid for at the contract unit price per EACH for CONNECTION TO EXISTING DRAINAGE STRUCTURE, which price shall be payment in full for all labor, equipment, and material necessary to render the connection complete.

**CONTROLLER CABINET TYPE III**

This work shall consist of furnishing and installing a cabinet of the type specified in accordance with Section 863 and Article 1074.03 of the Standard Specifications, except as described herein.

This item shall consist of furnishing and installing Type-3 ground-mounted cabinets of the size specified in place, including anchor bolts, bases, cable harnesses, ground rods, terminal boards, shelves, mounting hardware, and all miscellaneous items, at locations as directed by the Engineer.

Cabinets shall be of fabricated aluminum supplied in the sizes with minimum inside dimensions as listed below.

Type	Height	Width	Depth	Thicknes	Opening
E.S.P. 3	49.5 In	30 In	17 In	.185 In	38 In X 27.5 In

A heavy-duty gasket shall be installed around the cabinet door opening to provide a weather-tight seal for the protection of the enclosed equipment.

The Type-3 ground mounted cabinet shall be caulked along the entire perimeter of the base with a waterproof, non-hardening compound prior to setting the cabinet on the foundation to ensure a water, dust, and insect-proof seal.

The cabinet shall be provided with a screened vent under the roof overhang, but a thermostatically controlled fan is not required. No louvers or filtered air intake in the door shall be required.

The cabinet exterior surface shall be smooth, free of marks and scratches, and provide an unpainted brushed aluminum finish.

The cabinet door shall be capable of being opened to various angles by a stop and catch mechanism. The cabinet door shall be equipped with Type-2 Corbin brass locks.

The cabinet shall not be equipped with a police door.

The cabinet shall have two shelves for setting counter/classifiers and other equipment. The shelves' vertical position shall be adjustable.

The detector loop leads shall be equipped with lightning protection. Any lightning protection for the axle sensors shall be as recommended by the manufacturer. Lightning arrestors for the detector loop leads shall be EDCO SRA6LCBLL, manufactured by EDCO Inc. of Belleview, FL. or an approved equivalent. The type of high-quality lightning arrestors for the axle sensor lead-in shall be as recommended by the equipment manufacturers. The terminal board wiring and all other wiring and connections shall be as indicated in the wiring diagram. Open-end spade connectors shall be used and shall be of sufficient length to allow moving the I.R.D. Automatic Traffic Recorder or equal counter/classifier at least 2 feet outside the cabinet door opening without disconnecting any cables.

No holes shall be drilled through the cabinet exterior for internal equipment mounting.

Each wire entering a cabinet shall be trained in a workmanlike manner and lugged at each terminal strip. If more than one wire has a common terminal on a terminal strip, the adjacent strip shall be used and an appropriate jumped connection shall be made.

All cables and wiring entering a cabinet shall be dressed, harnessed, tied, laced, and clamped to produce a workmanlike wiring installation.

All cables, loop wires, power, shall be labeled with a Panduit type cable tag. The tag will identify the type of cable and the cable destination.

The piezo electric axle sensor transmission cable shall be terminated in the cabinet with a male BNC connector of a commercial grade or better and a colored strain-relief sleeve. Assembly shall be performed using proper methods and tooling. **Twist-on connectors shall not be used.**

The piezo electric axle sensor transmission cable color code shall be as follows:

LANE #1	RED
LANE #2	WHITE
LANE #3	GREEN
LANE #4	BLUE
LANE #5	ORANGE
LANE # 6	VIOLET

A copper grounding bus shall be mounted on the rear wall of the cabinets connecting all components to earth ground. Each cabinet shall contain a wiring diagram of the installation in addition to the diagrams which are to be submitted to the Engineer.

The cabinet shall be wired in accordance with the plans provided. Any deviation from the plans shall be submitted and approved in advance.

The Contractor shall furnish three diagrams of the internal and external connections of the equipment in each cabinet. He or she shall also furnish the operating and maintenance instructions for all equipment supplied. One copy of the wiring diagrams for each cabinet shall be retained in each field cabinet. Wiring diagram shall be contained in a plastic pouch that shall be permanently mounted to the door of each cabinet. Contractor shall permanently mark the cabinet for each terminal connection as to function and destination.

Incidental to the cost of each cabinet, the Contractor shall construct a 5 inch PCC sidewalk of a rectangular area 3 feet by 4 feet immediately adjacent to the cabinet foundation on the same side of the foundation as the cabinet door, with the 4 foot dimension of the rectangle parallel to the cabinet door when closed. If the width of the required cabinet foundation is greater than the 3-foot width of the standard Type D concrete foundation, the 4 foot dimension of the sidewalk area shall be increased to equal the width of the foundation plus 1 foot. The area is to extend 6 inches beyond each side of the foundation. This paragraph shall be applicable at all cabinet locations included in this section. The only situations where this paragraph shall not apply are as follows: when the foundation is immediately adjacent to or within a paved sidewalk or shoulder area and no further surfacing is required. The Engineer shall be the sole judge as to the applicability of this paragraph in all questions arising there from.

**No conduit shall be allowed to enter the cabinet through the sides, top, or back walls.**

Terminal blocks provided in field cabinets shall be the heavy-duty barrier type. The terminal block shall be a minimum of 2 inches wide and 1.2 inches deep. Center to center of the terminal screws or studs shall be a minimum of 0.63 inch with barriers in-between. Terminal blocks shall be rated at 45 amps 600 volts breakdown RMS line to line 11,000V and breakdown RMS line to ground 13,800V. A marking strip shall be provided with each terminal block.

Each cabinet installed complete and in place on a Type D concrete foundation will be counted as a single unit.

#### BASIS FOR PAYMENT

This work will be paid for at the contract unit price per EACH for CONTROLLER CABINET, TYPE-III, which price shall be paid in full for furnishing, wiring, and installing the new cabinet, anchor bolts, and terminal facilities complete.

#### **DETECTOR LOOP, SPECIAL**

This item shall consist of furnishing, installing, and testing 6' X 8' rectangular detector loops at the locations shown on the plans. The detector loops shall be installed in accordance with all details shown on the plans and the applicable portions of Section 886 of the Standard Specifications. All sawcutting, installing of the detector loop, joint sealing, lead-ins, and testing necessary to complete the installation shall conform to the following requirements:

The cable used for detector loop shall be #14-7 strand XHHW XLP-600V, encased in orange Detecta-duct tubing as manufactured by Kris-Tech Wire Company, Inc or an approved equivalent. All loop wire shall be UL listed. Lead-ins shall be Conoga-30003 cable or an approved equivalent from the handhole to the cabinet. The jacket shall be made of high-density polyethylene.

At ambient air temperatures above 50 degrees F, joint sealer having a minimum tensile strength of 100 P.I.E. when tested by ASTM Method D638-58T shall be used. The sealer shall have sufficient strength and resiliency to withstand stresses caused by vibrations and pavement expansion/contraction due to temperature changes. Adhesion of the sealer to Portland cement concrete shall be at least equal to the tensile strength of the concrete. The joint sealer shall have a maximum cure time of 30 minutes. Curing shall be defined as the capability of withstanding normal traffic loads without degradation. The sealer shall meet or exceed the specifications of OZ GEDNEY DOZSeal 230 filling compound.

If the ambient air temperature is below 50 degrees F, a hard asphalt-base filling and insulating compound having a high softening point and a high pouring temperature shall be used. The filling compound shall have a softening point of not less than 235 degrees F, a summer pouring temperature of 375 degrees F, and a winter pouring temperature of 425 degrees F.

The Engineer shall be contacted regarding proposed changes in loop locations necessitated by badly deteriorated pavement. The Engineer may relocate such loops. Detector loops may not be installed before permanent striping is completed on a newly resurfaced section of road.

Slots in the pavement shall be cut with a concrete sawing machine in accordance with the applicable portions of Section 420.05 of the Standard Specifications. The slot must be clean, dry, and oil-free. Wire shall be inserted in the pavement slot with a blunt tool which will not damage the insulation. Loops shall not be dry cut. Loops shall not be installed at an outside temperature below 50° F unless directed by Engineer.

All excess joint sealer shall be removed so that the level of the sealer in the sawcut is at the same level as the adjoining pavement.

Plastic sleeving shall be used to insulate the wire where loop wire crosses cracks and joints in the pavement. The sleeving shall be properly sealed with electrical tape to prevent joint sealer from entering sleeves. Sleeving shall extend a minimum of 8 inches each side of the joint.

Detector loops shall be centered in all traffic lanes unless designated otherwise on the plans or by the Engineer. Traffic lanes shall be referred to by number, and loop wire shall be color-coded and labeled accordingly. Lane #1 shall be the southbound (westernmost) or westbound (northernmost) outside lane. Subsequent lanes are to be coded sequentially towards the opposite outside shoulder. A chart which shows the coding for each installation shall be included in each cabinet. Core holes will not be allowed at corners of loops. Sawcuts for all detector loops and lead-ins shall not be greater than 2-3/4 inches in depth.

All detector loops shall contain four turns of #14 wire. Detector loops shall not be connected in series with other loops. Each detector loop shall have its own lead-in cable to the cabinet when said detector loop is over 150 feet from the cabinet. The loop lead-in shall be a Canoga 30003 cable or an approved equivalent. Loop and lead-in wires shall be free from kinks or any insulation abrasions. Lead-ins shall be twisted in such a manner so as to prevent mechanical movement between the individual cables. Lead-in cable shall be brought into a cabinet or handhole at the time the detector loop is placed in the pavement.

Where lead-in runs are less than 150 feet, the loop wire shall be utilized as lead-in to the point of termination without splices, being twisted 5 turns per foot. The loop wire will be paid for as lead-in from the handhole to the point of termination in the cabinet.

Loop lead-ins placed in handholes shall be coiled, taped, and secured to the upper portion of the handhole to protect against water damage. The excess coiled wire should not exceed 6' in length. Any other method of installation will require prior written approval of the Engineer. Each loop lead-in shall be color coded and tagged at each angled drilled hole, handhole, and junction box through which it passes and at the termination point in the cabinet.

An angled hole shall be drilled at least 12 inches in from the edge of pavement through which the 1-1/4 inch PVC conduit containing the loop lead-in cable shall be installed (see plan detail).

The loop shall be spliced to the lead-in wire with a barrel sleeve, crimped, and soldered. Adhesive-lined heat shrink tubing shall be used to provide waterproof protection for the splice. The soldered connection shall be made with a soldering iron or soldering gun. No other method will be acceptable, i.e., the use of a torch to solder will not be acceptable. The heat shrink tubing shall be shrunk with a heat gun. No other method will be acceptable, i.e., the use of a torch will not be acceptable. No burrs shall be left on the wire when soldering is finished. Cold solder joints will not be acceptable.

The traffic count detector loop color code shall be as follows:

LOOP #1	GRAY
LOOP #2	ORANGE
LOOP #3	PURPLE
LOOP #4	BLUE
LOOP #5	GREEN
LOOP #6	YELLOW
LOOP #7	BROWN
LOOP #8	WHITE

At locations where there are more than eight loops, loops number nine through number sixteen shall repeat the same color code, but all loops shall additionally be marked to identify the lane.

In addition to color codes, each loop shall be identified with a written label attached to the loop wire or lead-in wire. The tags shall be Panduit #MP250W175-C or an approved equivalent. All wires and cables shall be identified in each handhole or cabinet the cable passes through or terminates in. The labels shall be attached to the cable by use of two cable ties.

Electrical work, equipment, and appurtenances shall be protected from damage during construction until final acceptance. Electrical duct openings shall be capped or sealed to prevent the entrance of water and dirt. Wiring shall be protected from mechanical injury.

Electrical work shall be completed in a neat and workmanlike manner in accordance with the best practices of the trade. Unless otherwise indicated, materials and equipment shall be new and installed in accordance with the manufacturer's recommendations.

Except as specified elsewhere herein, materials and equipment shall be in conformance with the requirements of Section 106 of the Standard Specifications.

Detector loops shall be tested immediately upon installation at each automated traffic recording station and again at the time of final acceptance inspection in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced before final acceptance. An electronic test instrument capable of measuring large values of electrical resistance, such as a megger, shall be used to measure the resistance of the detector loop and its lead-in. The resistance of the loop and its lead-in shall be a minimum of 100 megohms above ground under any conditions of weather or moisture. The resistance tests and all electronic tests shall be performed in the presence of the Engineer any number of times as specified by the Engineer. The loop and loop lead-in shall have an inductance between 100 microhenries and 350 microhenries. The continuity test of the loop and loop lead-in shall not indicate a resistance greater than 2 ohms. The Contractor shall conduct all testing in the presence of the Engineer, and all readings will be recorded by the Engineer. Testing shall be done with an approved loop tester.

The detector loop measurement shall be the length of sawcut in the pavement which contains loop wire. The actual length of wire used in the sawcut shall not be considered in any measurement.

This item will be paid at the contract unit price per lineal FOOT for DETECTOR LOOP, SPECIAL.

### **ELECTRIC CABLE - DETECTOR LOOP LEAD-IN**

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

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

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

### **ELECTRIC CABLE IN CONDUIT**

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

The conductors shall be solid copper.

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

### **ELECTRIC CABLE IN CONDUIT, CONOGA-30003**

This work consists of furnishing and installing loop detector lead-in cables or interconnect cables of the number of pairs specified in the conduit in accordance with the requirements of the Standard Specifications, Section 886, and the following exceptions or additions:

The traffic count detector loop lead-in cable shall be Canoga 30003 or approved equivalent.

Each end of the cable shall be identified with wire markers as directed by the Engineer.

The drain wire of each pair shall be grounded to chassis ground in the cabinet only for interference suppression.

The electrical values of the cable shall be metered by the Contractor in the presence of the Engineer after the cables are spliced to the detector loop. Acceptance of the cable as metered shall be determined by the Engineer.

This work shall be paid for at the contract unit price per lineal FOOT for ELECTRIC CABLE IN CONDUIT, CONOGA-30003.



## **EMBANKMENT**

Embankments shall be constructed according to Sections 202, 204, and 205 of the Standard Specifications and as required, or modified, in this special provision.

When embankments are to be constructed on hillsides or existing slopes which are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the Engineer.

All material proposed for use in embankment construction shall be approved by the Engineer. In addition to the requirements of Section 204, soils exhibiting the following properties shall not be allowed:

Liquid Limit (AASHTO T 89) greater than 60.

Soils exhibiting the following properties shall be restricted to the interior of the embankment:

Less than 35% passing the #200 sieve.

Liquid Limit (AASHTO T 89) greater than 50 but less than 60.

Plasticity Index (AASHTO T 90) less than 12.

These restricted soils shall be encapsulated by a minimum of 2 feet of unrestricted soil as directed by the Engineer. The thickness of encapsulation shall not include topsoil. The Engineer may restrict or prohibit the use of materials other than those identified above, which exhibit potential for significant erosion or excessive volume change.

Where lime modified soil is shown on the plans, materials placed in the top 2 feet of embankments shall have a clay content greater than or equal to 20% over the width of improved subgrade. Clay is defined according to AASHTO M 145. Clay content shall be determined according to AASHTO T 88.

The moisture content of all embankment lifts, including embankment placed adjacent to a structure, shall not exceed 110% of the optimum moisture determined according to AASHTO T 99 (Method C). If the Engineer determines the embankment lifts are unstable after achieving the required density, the Contractor shall reprocess and compact the unstable material as directed by the Engineer. The Engineer may reduce the allowable moisture content to correct or prevent stability problems during embankment construction.

When proposed embankment height is greater than 30 ft, any embankment lift shall provide a minimum immediate bearing value (IBV) of 3.0 when tested by the Engineer according to Illinois Testing Procedure 501 or 502. Any embankment lift not providing the minimum required IBV will be removed and replaced, modified, and/or re-processed to provide an IBV of 3.0. The volume of material covered by this requirement includes the entire cross-sectional area of the embankment greater than 30 ft height and an additional 250 ft in each direction of the starting and ending station where the embankment height is greater than 30 ft.

This work will not be paid for separately but shall be considered included in the unit prices for earth excavation, borrow, and/or furnished excavation as included in the project.

## **EMERGENCY VEHICLE PRIORITY SYSTEM**

This work shall consist of installing and testing of an emergency vehicle priority system in accordance with manufacturer's specifications and with Section 887 and Articles 1072 of the Standard Specifications, except as described herein. A 3M type emergency vehicle priority system or an approved equivalent that is compatible with the existing 3M Opticon unit shall be approved by the city of Effingham prior to purchase.

A device box shall be mounted to the signal mast arm support above so that the horizontal arm does not obstruct the detector line of sight. It will be suitable for use with an **3M Opticom unit** along with the confirmation beacon. The device box shall be installed using 3/4-inch NPT electrical pipe materials including a malleable iron device box approved for rain-tight locations and the appropriate cover and gasket to attach the device boxes to the signal mast arm. All hardware shall be securely mounted, be level/plumb, and retain its alignment.

The system cable shall extend from the traffic signal cabinet to the signal mast arm located nearest to the traffic signal cabinet. There shall be a minimum of 10 feet of wire identified and secured inside of the in-ground pull box located nearest to the traffic signal cabinet and the mast arm pole. The device box shall have a minimum of 2 foot of wire inside of it. A minimum of 15 feet of wire shall be identified and secured inside of the traffic signal cabinet for future use.

This work will be paid for at the contract unit price per EACH for EMERGENCY VEHICLE PRIORITY SYSTEM, which price shall include all hardware, wiring, and labor necessary to install complete, configure, and test the work as specified.

## **FOUNTAIN REMOVAL**

This work shall include the removal and disposal of fountain structural components and all the associated mechanical, plumbing, and electrical components. This includes, but is not limited to, the fountain pumps, filter, lighting, shrubs, and sidewalk surrounding the fountain.

The fountain is located on the north side of the Sacred Heart Church.

Contractor shall furnish and compact acceptable fill according to Article 205.06. No special payment will be made for furnishing, hauling, or compaction of this fill. No materials demolished onsite will be considered as acceptable as fill. This work is included in FOUNTAIN REMOVAL.

This work will be paid for at the contract unit price per LUMP SUM for FOUNTAIN REMOVAL.

### **FULL-ACTUATED CONTROLLER AND CABINET**

This work shall consist of furnishing and installing a full-actuated controller and cabinet of the type specified in accordance with Section 857 and Articles 1073.01 and 1074.03 of the Standard Specifications, except as described herein

This shall include a copy of the latest version of software for programing the controller. Software shall be installed on the department's laptop. This shall also include any necessary cables that connect the laptop to the installed controller.

The vendor will be required to program the controllers prior to installation based on the timing data provided by IDOT District 7. The timing data will be provided to the Contractor at the preconstruction meeting. The vendor for the traffic signal controllers will also be responsible for proper operation of the traffic signal controllers following installation.

Any adapters necessary to allow the controller to fully function with signals shall be included with the controller, and no additional payment will be allowed

This work will be paid for at the contract unit price per EACH for FULL-ACTUATED CONTROLLER AND CABINET, of the type specified.

### **GULFBOX JUNCTION**

This work shall consist of furnishing and installing a gulfbox junction in accordance with Section 815 and Articles 1088.07 of the Standard Specifications, except as described herein.

The box and cover shall be made of composite concrete. The box shall be bottomless and 10" wide x 15" long x 18" deep. All covers shall be rated a minimum of tier 22.

This work will be paid for at the contract unit price per EACH for GULFBOX JUNCTION.

### **HANDHOLE/DOUBLE HANDHOLE**

This work shall consist of furnishing and installing a handhole or double handhole in accordance with Section 814 and Article 1088.05 of the Standard Specifications, except as described herein.

The frame and cover shall be constructed of a polymer concrete and reinforced with a heavy-weave fiberglass cloth. The nominal dimensions of the handhole shall be a minimum 17" (W) x 30" (L) x 36" (D), and the nominal dimensions of the double handhole shall be a minimum 30" (W) x 48" (L) x 36" (D).

The cover shall contain the legend "TRAFFIC SIGNALS" and shall be held down by two stainless steel hex head bolts. The cover shall contain two recessed lift pins. The cover for a double handhole shall be a split lid, two-piece cover. All covers shall be rated a minimum of tier 22.

This work shall be paid for at the contract unit price per EACH for HANDHOLE or DOUBLE HANDHOLE.

### **INCIDENTAL HOT-MIX ASPHALT SURFACING**

This work shall be done in accordance with Section 408 of the Standard Specifications, except bituminous materials (tack coat) and the fine aggregate to cover the tack coat will not be measured for payment but will be included in the contract unit price per TON for INCIDENTAL HOT-MIX ASPHALT SURFACING.

### **JUNCTION BOX (SPECIAL)**

Description: This work shall consist of all labor, equipment, and material for the construction of a junction box in accordance with Section 602 of the Standard Specification and details shown in the plans.

Basis of Payment: Constructing and installing the junction box will be paid for at the contract unit price per EACH for JUNCTION BOX (SPECIAL).

### **MAST ARM DAMPENING DEVICE**

This work shall consist of installing a dampening device on mast arms, greater than 46 feet in length, equidistant between the two outermost signal heads.

The dampening device shall consist of a 36" X 72" Type 1 unpainted aluminum sign stock mounted horizontally on top of the mast arm with the 36" length perpendicular to the arm.

This work shall be considered as included in the unit cost per EACH for STEEL MAST ARM ASSEMBLY AND POLE or per EACH for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE of the size specified.

## **MAINTAIN EXISTING LIGHTING SYSTEM**

Description: This work shall consist of furnishing all labor, equipment, and incidental materials for maintaining roadway lighting systems and sign lighting systems until the proposed new systems are installed, energized, tested, and accepted for operation. This work shall include both the existing and temporary lighting systems at the project locations specified in the plans. This work shall also include the relocation of temporary lighting equipment as necessary to accommodate the various stages of construction. All work shall be according to the Standard Specifications for Road and Bridge Construction, the plans, as directed by the Engineer, and as described herein.

Temporary lighting controllers, poles, mast arms, luminaires, conductors, and conduit shall be paid for separately for the initial installation of temporary lighting systems. Once the pay items have been installed, the work shall include all other necessary temporary devices required to maintain existing roadway illumination. All temporary lighting materials shall be furnished, installed, terminated, and maintained in service until the proposed lighting systems are installed, tested, and accepted for operation. All repair work required under maintenance terms shall reinstate the temporary lighting back to full compliance, including all parts and components. The location and protection of all temporary devices necessary to comply with these requirements shall be subject to the approval of the Engineer.

The Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems starting the day that work begins at the jobsite, regardless of electrical or otherwise, and until final acceptance or as otherwise determined by the Engineer.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained. Contract documents shall indicate the circuit limits.

The Contractor shall submit for the Engineer's approval any modifications to the lighting design plan showing the proposed locations of all temporary poles for each stage of construction associated with each phase of the project. Any modifications by the Contractor to the lighting design shall meet the requirements of the Department's BDE Manual Chapter 56, and no poles shall be installed until the Contractor's revised detailed lighting design plan is approved by the Engineer.

The Contractor shall not purchase temporary lighting equipment until the Contractor has submitted shop drawings and received the Engineer's approval to proceed. Any temporary lighting materials used by the Contractor which come from stock rather than being purchased new for this project shall require written approval by the Engineer.

The Contractor shall be responsible to maintain the temporary lighting system throughout the project, and no additional compensation will be allowed for this work no matter how many times temporary and/or permanent lighting equipment are relocated. The Contractor shall furnish to the Engineer the names and phone numbers of two people responsible for call-out work on the lighting system on a 24/7 basis. All call out work required to keep the temporary and/or permanent lighting

systems operational shall be at the Contractor's expense. No lighting circuit or portion thereof shall be removed from nighttime operation without the approval of the Engineer.

Cable splicing, luminaire fusing, and lightning protection shall be submitted for the Engineer's approval. Dragging cable on the ground will not be permitted. Splices shall be rated for and designed to connect aluminum conductors to copper (or aluminum as applicable) conductors of the size range required. The cable shall be installed in one continuous length with no splices where possible. Underground portions of temporary lighting circuits shall be installed as shown on the plans with unit duct according to Section 816. No underground splicing of cable will be permitted. The cable shall be installed in trench or conduit as indicated on the plans and according to manufacturer's recommendations. The installation shall be inspected by the Engineer before it is backfilled.

An inspection and approval by the Engineer shall take place before the temporary lighting system or modified system is accepted for operation. Any damage to the existing lighting units and their circuitry as a result of the Contractor's negligence shall be repaired or replaced to the satisfaction of the Engineer at no cost to the Department. All burnouts shall be replaced on a next day basis, and temporary wiring shall be installed as necessary to keep all lights functioning every night.

The Contractor shall not be responsible for any utility charges for establishing a point of service from the power company at the location(s) shown on the plans. The Contractor shall pay the energy costs until such time as the project is final inspected and accepted by IDOT. Any energy charges which the Contractor would like to present to the Department for reimbursement shall be properly metered, billed, and prorated by the Contractor at no cost to the Department.

Removal of Temporary Lighting. Disconnection and removal of all temporary lighting systems shall be in accordance with the requirements of Section 841. The cost for the removal of all temporary lighting equipment shall be paid for under a separate pay item.

Basis of Payment: This work will be paid for at the contract unit price per LUMP SUM for MAINTAIN EXISTING LIGHTING SYSTEM.

## **ORNAMENTAL LIGHT UNIT, COMPLETE**

Description: This work shall consist of furnishing and installing an ornamental light pole complete with an arm(s), when specified, luminaire, base cover, and all hardware and accessories required for the intended permanent use of the pole. This work shall be according to the applicable portions of Sections 830 and 1069 of the Standard Specifications for Road and Bridge Construction, Sections 801, 821, and 1067 of the Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2023), and the plan details, except as modified herein.

General. The structural design of the light pole shall be in accordance with Section 1069.01 of the Standard Specifications.

The light pole shall be a 5" diameter, round straight aluminum pole, Sternberg Lighting, RSA16A500, or City approved equal. The pole length shall be 16'.

The pole shall be equipped with a reinforced handhole, not less than 2" by 4". Each pole shall be

equipped with a ground lug or stud accessible through the handhole. Anchor bolts shall not be used for ground connections.

The base cover shall be Sternberg Lighting, SL900-5, or City approved equal. The base cover shall not be installed until the Engineer has observed that the nuts are tight.

Poles shall be installed plumb. At the time of final inspection, the pole shall be free of sling marks, scratches, dents, and mulch compound or other disfiguring marks.

The Contractor shall coordinate the bolt circle diameter of the pole with the bolt circle diameter of the foundation.

The multi-use path luminaire shall be Sternberg Lighting, SL630-12L40T2-MDL008-CA, or City approved equal, with a 15" bracket arm. The luminaire shall be mounted to the pole per the manufacturer's recommendations.

Finish. Poles, luminaires, arms, base covers, and attachments shall be the same color and finish. All exposed surfaces shall be of a smooth; even texture; and free from dents, kinks, ripples, imperfections, scratches, marks, or other defects. Aluminum items shall not be painted.

Hardware. Hardware for aluminum poles shall be anodized aluminum alloy according to ASTM B211, 6061-T6, or Type 304 stainless-steel. All stainless-steel hardware shall be coated with anti-seize compound.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ORNAMENTAL LIGHT UNIT, COMPLETE, which shall be payment in full for all materials including all wiring within the pole, fuseholders and fuses, and lightning protection.

## **PARKING LOT PAVEMENT REMOVAL**

This work shall consist of removing existing parking lot pavement at locations shown in the plans. All work shall be in accordance with Section 440 of the Standard Specifications.

This work shall include the removal of any curb and gutter adjacent to the parking lot being removed.

This work will be paid for at the contract unit price per SQUARE YARD for PARKING LOT PAVEMENT REMOVAL.

### **PAVEMENT REMOVAL (SPECIAL)**

This work shall be completed in accordance with Section 440 of the Standard Specifications and the following provision:

This work shall include the removal of corrugated medians as shown in the plans.

The work will be paid for at the contract unit price per SQUARE YARD for PAVEMENT REMOVAL (SPECIAL).

### **PEDESTRIAN PUSH-BUTTON POST**

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

The pedestrian push-button post shall be galvanized steel unless otherwise specified in the plans.

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

### **PLUG EXISTING STORM SEWERS**

Description. This work shall consist of plugging and abandoning existing storm sewers as shown on the plans, in existing manholes, at right-of-way lines, or as directed by the Engineer. The pipe end shall be capped with bricks and mortar to seal the pipe invert with 24" of lateral length along each pipe to be filled with a slurry seal or other method approved by the Engineer. This work shall be in conformance with Article 550 of the Standard Specifications.

Method of Measurement. This work shall be measured for payment by cubic yard of brick and mortar and slurry seal for each storm sewer to be plugged.

Basis of Payment. This work shall be paid for at the contract unit price per CUBIC YARD for PLUG EXISTING STORM SEWERS. This item includes all material, excavation, and labor to complete the operation as described.



## **POLYCARBONATE SIGNAL HEADS**

This work shall consist of furnishing and installing polycarbonate signal heads of the type specified in accordance with Section 880 of the Standard Specifications, except as described herein.

The polycarbonate heads provided for this project shall have the terminal compartment for two-way, post mounted signal heads on top of the post in accordance with Standard 880006.

This work shall be paid for at the contract unit price per EACH for SIGNAL HEADS, POLYCARBONATE, LED, of the type specified.

## **RAILROAD CROSSING REMOVAL**

The Contractor shall remove the existing abandoned railroad crossing at the location shown in the plans and as directed by the Engineer. The removal shall include both steel railings and all timber ties, crossing surfaces, and block & cribbing parts. The ballast or other material used as railroad embankment shall be excavated to the bottom of the proposed grade for aggregate base course, subbase granular material, storm sewer, and entrances. The material removed shall be disposed of off of right-of-way in accordance with Article 107.22 of the Standard Specifications.

This work shall be paid for at the contract unit price per EACH for RAILROAD CROSSING REMOVAL. The cost of removal and disposal of the railroad crossing removal, along with the material, equipment and labor, shall be considered included in the cost of the pay item, and no additional compensation will be allowed.

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

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

Contract Specific Work Areas. The excavated soil and groundwater within the work areas listed below shall be managed as either “uncontaminated soil”, hazardous waste, special waste, or non-special waste. For stationing, the lateral distance is measured from centerline, and the farthest distance is the offset distance or construction limit, whichever is less.

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

facilities to be utilized and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

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

**ISGS Site 3925-COV-3 - ROW, 1500 block of W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1067+45 to Station 1068+00, 0 to 60 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameter: benzo(a)pyrene.

**ISGS Site 3925-COV-4 - Hardee's, 1505 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1069+15 to Station 1070+00, 0 to 60 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameter: benzo(a)pyrene.

**ISGS Site 3925-COV-5 - Phillips 66 gas station, 1502 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1068+85 to Station 1069+40, 0 to 45 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, lead.
- During completion of due-diligence, the Engineer determined that excavation within this PESA site required Work Zones. All personnel working in this area are required to have currently 40-Hour / 8-Hour Refresher HAZWOPER Training.

**ISGS Site 3925-COV-7 - Effingham Event Center, 1501 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1070+85 to Station 1071+80, 0 to 100 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameters: pH, manganese.
- Station 1071+80 to Station 1072+90, 0 to 100 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: beryllium, chromium, iron, lead, nickel.
- Station 1074+25 to Station 1076+65, 0 to 140 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-10 - Sacred Heart Catholic Church, 405 S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 1076+90 to Station 1078+30, 0 to 140 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.
- Station 1079+80 to Station 1081+15, 0 to 70 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameters: iron, manganese, beryllium, chromium, lead, nickel.

- Station 1082+60 to Station 1083+95, 0 to 80 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: iron, beryllium, chromium, lead.
- Station 1083+95 to Station 1085+00, 25 to 155 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-13 - Parking lot, 700 block of S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 107+35 to Station 108+40, 0 to 105 feet RT (US 40/S. Henrietta St): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameters: pH, lead.

**ISGS Site 3925-COV-14 - Effingham Junior High School, 600 S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 108+40 to Station 109+15, 0 to 105 feet RT (US 40/S. Henrietta St): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene.

**ISGS Site 3925-COV-16 - Pro-Lube of Effingham Inc., 402 S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 1116+70 to Station 118+25, 0 to 70 feet RT (US 40/S. Henrietta St): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-18 - Walgreens, 1200 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1081+95 to Station 1083+60, 0 to 65 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.
- Station 1083+60 to Station 1084+60, 0 to 80 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, manganese, iron, lead.
- During completion of due-diligence, the Engineer determined that excavation within this PESA site required Work Zones. All personnel working in this area are required to have currently 40-Hour / 8-Hour Refresher HAZWOPER Training.

**ISGS Site 3925-COV-23 - ROW, 200-300 blocks of S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 1081+95 to Station 1083+60, 0 to 55 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: VOCs, manganese.
- Station 1099+60 to Station 1100+25, 0 to 55 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, ethylbenzene, toluene, xylenes, naphthalene, arsenic, lead.

- Station 1083+95 to Station 1085+00, 0 to 25 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-28 - Little Caesars Pizza, 200 S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 123+95 to Station 125+10, 0 to 85 feet RT (IL 32/IL 33/S. Henrietta St): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-29 - Lion's Liquors, 204 S. Henrietta Street, Effingham, Effingham County, Illinois**

- Station 123+35 to Station 123+60, 0 to 85 feet RT (IL32/IL 33/S. Henrietta St): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameter: lead.

**ISGS Site 3925-COV-30 - Phillips 66 gas station, 1104 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1099+60 to Station 1101+10, 0 to 105 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, ethylbenzene, toluene, xylenes, naphthalene, arsenic, iron lead.
- Station 122+35 to Station 123+00, 0 to 85 feet RT (IL32/IL 33/S. Henrietta St): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, ethylbenzene, toluene, xylenes, naphthalene, lead.
- During completion of due-diligence, the Engineer determined that excavation within this PESA site required Work Zones. All personnel working in this area are required to have currently 40-Hour / 8-Hour Refresher HAZWOPER Training.
- An estimated seven (7) backfill plugs are included in the pay items for this PESA Site
- During completion of due-diligence, an estimated 222 gallons of groundwater are anticipated to require management during construction activities

**ISGS Site 3925-COV-32 - Fayette Avenue Car Wash, 1107 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1099+60 to Station 1100+40, 55 to 105 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, ethylbenzene, xylenes, naphthalene, lead.
- Station 1099+60 to Station 1100+40, 105 to 150 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: Lead.
- During completion of due-diligence, the Engineer determined that excavation within this PESA site required Work Zones. All personnel working in this area are required to have currently 40-Hour / 8-Hour Refresher HAZWOPER Training.
- An estimated three (3) backfill plugs are included in the pay items for this PESA Site

**ISGS Site 3925-COV-34 - Guffey's Quality Cleaners, 1103 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1100+40 to Station 1101+25, 0 to 70 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

**ISGS Site 3925-COV-36 - O'Reilly Auto Parts, 1007 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1103+40 to Station 1103+55, 0 to 55 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene.

**ISGS Site 3925-COV-37 - Taqueria Don Pedro, 1002 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1102+20 to Station 1103+15, 0 to 65 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

**ISGS Site 3925-COV-40 - Domino's Pizza, 1001 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1103+55 to Station 1104+40, 0 to 55 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene.

**ISGS Site 3925-COV-63 - Alleycat Electronics and residence, 608 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1116+82 to Station 1117+60, 0 to 58 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameter: pH, manganese.

**ISGS Site 3925-COV-67 - Re/Max Key Advantage, 601 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1117+60 to Station 1119+37, 0 to 92 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameters: pH, manganese.

**ISGS Site 3925-COV-70 - Effingham Central Fire Station, 505 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1119+85 to Station 1120+38, 0 to 115 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameters: pH, manganese, arsenic.
- Station 1122+20 to Station 1123+00, 42 to 75 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameters: pH, arsenic.

**ISGS Site 3925-COV-74 - Vacant Lot, 401-419 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1123+00 to Station 1123+80, 0 to 25 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(2). COC sampling parameters: VOCs.

**ISGS Site 3925-COV-74 - Vacant Lot, 401-419 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1123+00 to Station 1123+80, 25 to 115 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(2). COC sampling parameters: VOCs.

**ISGS Site 3925-COV-81 - First Baptist Church, 213 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1131+25 to Station 1133+65, 0 to 60 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameter: benzo(a)pyrene.

**ISGS Site 3925-COV-90 - Commercial building, 201 S. 4th Street, Effingham, Effingham County, Illinois**

- Station 1138+00 to Station 1139+00, 30 to 150 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-91 - A1 Liquors, 101 W. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1138+25 to Station 1139+00, 30 to 175 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: benzo(a)pyrene.
- Station 1137+50 to Station 1138+25, 0 to 65 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-93 - ROW, 200-300 blocks of S. 4th Street, Effingham, Effingham County, Illinois**

- Station 1138+00 to Station 1139+00, 0 to 30 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameters: pH.
- Station 1138+25 to Station 1139+00, 0 to 30 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameters: benzo(a)pyrene.
- Station 1139+00 to Station 1139+45, 0 to 30 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: Lead.

**ISGS Site 3925-COV-99 - Commercial building, 101 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1139+00 to Station 1139+50, 30 to 225 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

- Station 1139+50 to Station 1139+85, 0 to 65 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameter: VOCs.

**ISGS Site 3925-COV-100 - The Smoking Irishman, 100 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1139+00 to Station 1139+40, 54 to 94 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: VOCs, pH, lead.
- Station 1139+00 to Station 1139+40, 94 to 145 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.
- Station 1139+70 to Station 1140+70, 0 to 60 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: lead.

**ISGS Site 3925-COV-105 - Commercial building, 109 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1140+90 to Station 1141+70, 0 to 55 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-107 - Parking lot, 200 block of S. 3rd Street, Effingham, Effingham County, Illinois**

- Station 1141+55 to Station 1142+50, 60 to 100 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, manganese.
- Station 1141+55 to Station 1142+50, 30 to 60 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-109 - Vacant lot, 111 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1141+70 to Station 1142+50, 0 to 90 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-110 - ROW, 200-300 blocks of S. 3rd Street, Effingham, Effingham County, Illinois**

- Station 1140+55 to Station 1142+50, 0 to 30 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.
- Station 1142+50 to Station 1143+55, 0 to 30 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: benzene, ethylbenzene, xylenes, iron, lead.

**ISGS Site 3925-COV-111 - Rhodes to Health, 200 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1142+50 to Station 1143+20, 30 to 85 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: Benzene, ethylbenzene, xylenes, iron, lead.
- Station 1143+20 to Station 1143+55, 30 to 85 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: Benzene, lead.
- Station 1143+55 to Station 1144+22, 0 to 60 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameters: manganese, benzo(a)pyrene, iron, lead.
- During completion of due-diligence, the Engineer determined that excavation within this PESA site required Work Zones. All personnel working in this area are required to have currently 40-Hour / 8-Hour Refresher HAZWOPER Training.

**ISGS Site 3925-COV-115 - Residential building, 201 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1142+50 to Station 1143+15, 0 to 120 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-117 - Residence, 205 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1143+75 to Station 1144+25, 0 to 45 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-124 - Gabby Goat American Pub & Grill, 303 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1146+05 to Station 1146+75, 0 to 60 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(3). COC sampling parameter: benzo(a)pyrene.
- Station 1147+65 to Station 1147+80, 0 to 50 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-126 - Title Cash, 305 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1147+80 to Station 1148+40, 0 to 50 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-130 - Commercial building, 307 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1148+40 to Station 1148+70, 0 to 110 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameters: lead.



- Station 1148+70 to Station 1149+60, 0 to 110 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameters: iron, lead.

**ISGS Site 3925-COV-132 - Vacant lot, 400 block of E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1149+60 to Station 1150+75, 0 to 105 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-135 - Commercial building, 410 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1150+60 to Station 1151+75, 0 to 130 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

**ISGS Site 3925-COV-143 - John Boos & Co. Plant 2, 603 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1156+20 to Station 1157+20, 0 to 30 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: pH, benzene, ethylene, xylenes, naphthalene.
- An estimated three (3) backfill plugs are included in the pay items for this PESA Site

**ISGS Site 3925-COV-146 - Kirby Risk Electrical Supply, 706 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1158+68 to Station 1158+97, 0 to 55 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: pH, VOCs.

**ISGS Site 3925-COV-147 - Crossroads Climate Controlled Storage, 707 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1158+05 to Station 1159+85, 0 to 30 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(5). COC sampling parameters: pH, VOCs, benzene, ethylbenzene, total xylenes, naphthalene, arsenic, iron, lead.
- Station 1159+85 to Station 1160+40 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameter: n-nitrosodiphenylamine.
- An estimated three (3) backfill plugs are included in the pay items for this PESA Site

**ISGS Site 3925-COV-148 - Lake Sara Marina, 712 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1161+75 to Station 1164+05, 0 to 40 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(c). COC sampling parameter: manganese.

**ISGS Site 3925-COV-149 - Commercial building, 711 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1161+55 to Station 1162+65, 0 to 25 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.
- Station 1162+65 to Station 1163+70, 0 to 25 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(2). COC sampling parameter: lead.

**ISGS Site 3925-COV-153 - Commercial building, 801 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1165+20 to Station 1166+45, 0 to 25 feet RT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(b)(1). COC sampling parameter: pH.

**ISGS Site 3925-COV-159 - Commercial buildings, 810 E. Fayette Avenue, Effingham, Effingham County, Illinois**

- Station 1167+70 to Station 1168+10, 0 to 35 feet LT (US 40/IL 33/W Fayette Ave): The Engineer has determined this material meets the criteria of, and shall be managed in accordance with Article 669.05(a)(1). COC sampling parameter: lead.

**Work Zones**

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites: **3925-COV-5 (Phillips 66 Gas Station), 3925-COV-18 (Walgreens), 3925-COV-30 (Phillips 66 Gas Station), 3925-COV-32 (Fayette Avenue Car Wash) and 3925-COV-111 (Rhodes to Health).**

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

**REMOVAL OF MISCELLANEOUS ITEMS**

The Contractor shall clear all real property, chattel, debris, and all rubbish such that the property can be site graded, sodded, and present a neat and clean appearance upon completion of this project. The Contractor shall remove all foundations, driveways, patios, sidewalk, sheds, pools, fences, fountains, propane tanks, decks, abandoned cars or trucks, private power poles, and other miscellaneous items to the satisfaction and approval of the Engineer.

Removal and disposal of the items herein specified and site grading will not be paid for separately, but considered as included in the cost of BUILDING REMOVAL OF THE NO. SPECIFIED from the various properties involved.

## **REMOVAL OF MISCELLANEOUS SHRUBS**

The Contractor is advised that it is the intent of this provision that each parcel be clear of all shrubbery and landscape items, such that the property can be site graded, sodded, and present a neat and clean appearance upon completion of this project. The Contractor will be required to remove and dispose of all trees and shrubs.

The Contractor is advised to inspect the various parcels involved prior to bidding as no additional compensation will be allowed for these items.

Removal and disposal of the items herein specified and site grading will not be paid for separately but considered as included in the cost of BUILDING REMOVAL OF THE NO. SPECIFIED from the various properties involved.

## **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

This work shall consist of the removal of the existing traffic signal equipment located at five intersections along Fayette Ave and Henrietta St and one traffic counter located along Fayette Ave. All shall be in accordance with Section 895 of the Standard Specifications, except as described herein. The list of removal items is listed on each individual intersection in the plans.

The following salvaged items removed shall become the property of the City of Effingham. Items shall be delivered to the City of Effingham Maintenance yard. The Contractor shall contact the City to arrange for delivery of said items.

- All traffic mast arms & posts that are being replaced.
- All traffic controllers and cabinets that are being replaced.
- All traffic signal posts that are being replaced.
- All traffic and pedestrian signal heads.
- All pedestrian push buttons.

All remaining salvaged items to be removed shall become the property of the Contractor.

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

## **SANITARY MANHOLES TO BE ADJUSTED**

Description. This work shall be done in accordance with Section 602 and Section 603 of the Standard Specifications and shall consist of adjusting sanitary sewer manholes at locations as shown on the plans or as directed by the Engineer.

Construction Requirements. The frame and lid shall be set in a full bituminous mastic bed or approved rubber gasket seal. The frame and lid shall be set accurately to the finished elevation so that no subsequent adjustment will be necessary. A chimney sealing system shall also be furnished.

Adjusting rings shall be in accordance with Section 1042 and Article 1043.02 or Article 1043.03 of the Standard Specifications. The minimum thickness for concrete adjusting rings shall be 2".

Basis of Payment. This work will be paid for at the contract unit price per EACH for SANITARY MANHOLES TO BE ADJUSTED.

## **SOLAR POWER ASSEMBLY**

The solar power system shall consist of the solar panel (collector); all necessary mounting hardware; post; SunSaver 10L solar charge controller or an approved equivalent; and lifeline SunXtender battery Model No. PVX-1040T, or an approved equivalent, with bolt terminals. This battery shall be a 12-volt, 105 ampere hour absorbed electrolyte type battery. It shall have a completely sealed, valve regulated construction. The battery shall be provided with an attached handle for carrying.

The systems must be of the following capacity. All continuous vehicle ATRs shall be equipped with 60-watt solar panel or larger. The system's capacity should enable it to operate the equipment for 30 consecutive days of heavily overcast weather without the power level of the battery dropping to a point at which it would no longer power or operate the equipment.

The solar panel and all necessary mounting hardware shall be constructed of maintenance free materials which will not require painting. The solar panel surface shall be mounted at an angle of 65° referenced to the south horizon for maximum efficiency in this geographic region. Mounting height shall be a minimum of 9 feet above ground on a pressure-treated 4-inch x 6-inch post. Mounting in any other fashion will be as specified by the Engineer. A pull box shall be installed in the conduit on the wood post approximately 3 feet above grade level to facilitate splicing the power wires to the solar panel.

This work will be paid for at the contract unit price per EACH for SOLAR POWER ASSEMBLY, which price shall include furnishing the post, the charger controller, the battery, the conduit with electric cable attached to the post, all mounting hardware, and labor necessary to install.

**SERVICE INSTALLATION, TYPE A (MODIFIED)**

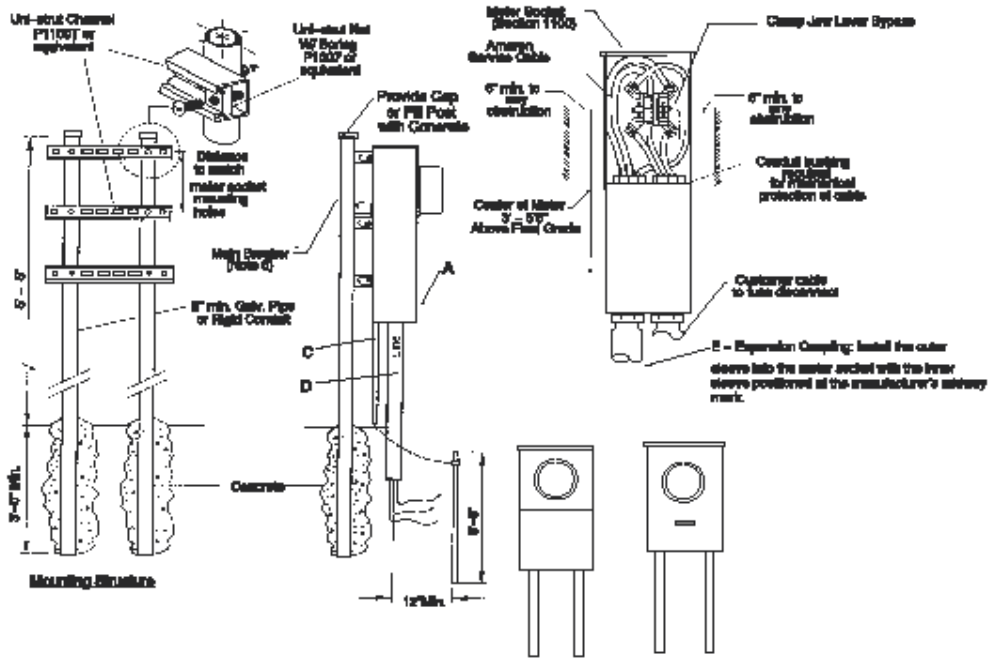
This work shall consist of furnishing and installing Type A service in accordance with Section 805 and Articles 1086.02 of the Standard Specifications, except as described herein.

In lieu of the service pole, a meter base will be installed next to the controller cabinet, and an underground service will be provided from the closest point of delivery to the meter. The meter base will be built in accordance with the attached electric power provider's details.

This work will be paid for at the contract unit price per EACH for SERVICE INSTALLATION, TYPE A (MODIFIED).

**Section 700  
 Underground Services**

**METER MOUNTING SUPPORT FOR UG METER SERVICE – Meter Socket,  
 Meter/Breaker Combo or Instrument Rated Meter Socket  
 Figure 700-9**



Notes		Description
B, C	A	Meter Socket, Clamp Jaw Lever Bypass
	C	1/2 In. PVC Conduit
	D	Conduit—Electrical Grade Sch 40 PVC or Sch 80 PVC if subject to physical damage
B	E	Expansion Coupling, Sch 40 PVC, 8 In. fall

**NOTES:**

1. The installation of all entrance equipment, conductors and conduit shall conform to local codes or the latest NEC Requirements.
2. All material shall be furnished and installed by customer.
3. NEC approved ground required.
4. Different arrangements of the service equipment (fuse/breaker box) may be used side-by-side or below meter.
5. Refer to Section 1100 for meter sockets or combo units requirement.
6. Instrument rated meter sockets in MD: stock #40 84-248-B Terminal and stock #40 84-246 - 18 Terminal; in IL: stock #40 84-878 - 8 Terminal and stock #40 84-389 - 13 Terminal
7. Refer to Section 200 for meter mounting height.
8. When an expansion coupling is required, it should be installed so that the outer sleeve fits into the meter socket with the inner sleeve positioned at the manufacturer's midway mark.



**ELECTRIC SERVICE  
 MANUAL**

700-18  
 12/2017

**STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 6 INCH**

The color shall be “489-Dark Redwood” as indicated in the Solomon Colors - Dry Pigment Ready Mix Color Card provided by Mid-Illinois Concrete (MIC) or an approved equal. The Contractor shall submit the pigment shade, manufacturer, and a poured test slab to be approved by the City of Effingham and the Engineer prior to the work. Following final finishing, the median surface shall be stamped with a running bond brick pattern. The pattern shall be oriented so that the “brick courses” run perpendicular to the direction of travel on the roadway. Calcium chloride accelerators will not be allowed.

The actual concrete median shall be paid for separately as concrete median surface 6 inch.

Basis of Payment. This work shall be measured and paid for at the contract unit price per SQUARE FOOT for STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 6 INCH.

**STATUS OF UTILITIES TO BE ADJUSTED**

The following utilities are involved in this project. The utility companies have provided the estimated dates.

Name/Address of Utility	Type	Location	Est. Date of Relocation Compl.
City of Effingham Att: Luke Thoele & Greg Koester 201 E Jefferson Avenue, Effingham, IL 62401 217-342-5300 (office) or 217-821-0870 (cell)	Sanitary Sewer	Rt. 1099+92 to Rt. 1100+13 LT 1101+70 to LT 1102+25 Lt. 1105+54 to Lt. 1119+85	Prior to Construction

FAP ROUTE 95 (US 40 & IL 33)  
 PROJECT NHPP-64FI(960)  
 SECTION (18Z)R  
 EFFINGHAM COUNTY  
 CONTRACT NO. 74212

	Water Main	<u>Fayette:</u> Rt. 1080+33 34' Rt. Lt. 1108+55 34' Lt Cherry St) Rt. 1108+34 to 1108+55 Rt. 44' Rt. 1119+11 59' Rt to 110' Rt Rt. 1122+75 49' Rt. (Walnut)  <u>Henrietta:</u> Rt. 114+83 46' Rt. (Richland SE) Rt. 115+22 46' Rt. (Richland NE) Rt. 118+59 to Rt. 127+76	Prior or During Construction
	Water Valve (Adjust)	Lt. 1077+60 Lt. 51' (Raney NE)	During Construction
	Water Meters	Henrietta: Lt. & Rt. Station 115+00 to 127+00	Prior or During Construction
	Force Main	Rt. 1075+00 to Rt. 1078+00 Rt. 1081+00 to Rt. 1081+56 Rt. 1082+44 to Rt. 1083+40 Rt. 1084+73 51' Rt.	Prior to Construction
	Fire Hydrant	Lt. 1077+72 51' Lt. (Raney NE) Rt. 1119+11	Prior to Construction

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.31, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.



## **STEEL COMBINATION MAST ARM ASSEMBLY AND POLE**

This work shall consist of furnishing and installing a steel combination mast arm of the length specified in accordance with Section 877 of the Standard Specifications and Standard 877011, except as described herein.

The height of the luminaire installation shall be reduced from 45 ft. (12.2m) to 40 ft. (10.7m).

The davit arm shall be 15 ft. (4.6m) in length.

This work will be paid for at the contract unit price per EACH for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE, of the type and length specified.

## **STORM SEWER (WATER MAIN REQUIREMENTS)**

Description: This work shall consist of constructing a storm sewer to meet water main standards as required by the IEPA requirements or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (35 Ill. Adm. Code 653.119), the applicable sections of the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois, and as herein specified.

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

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

The vertical separation shall be maintained for that portion of the water main or water services located 10-feet horizontally of any sewer or drain crossed.

When it is impossible to meet 1, 2, or 3 above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joint ductile iron pipe, or PVC pipe equivalent to water main

standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10-feet.

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

#### Concrete Pressure Pipe

- Concrete pressure pipe shall conform to the latest AWWA Standard C 300, C 301, C 302, and C 303.
- Joints shall conform to Article 41-2.078 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

#### Ductile-Iron Pipe

- Ductile-iron pipe shall conform to ANSI A 21.51 (AWWA C151), class or thickness designed per ANSI A 21.50 (AWWA C150), tar (seal) coated and/or cement lined per ANSI A 21.4 (AWWA C104), and with a mechanical or rubber ring (slip seal or push on) joints.
- Joints for ductile-iron pipe shall be according to the following applicable specifications:
  - Mechanical Joints - AWWA C111 and C600
  - Push-On Joints - AWWA C111 and C600

#### Plastic Pipe

- Polyvinyl Chloride (PVC) and Chlorinated Polyvinyl Chloride (CPVC) shall conform to NSF Standard 14 and ASTM Standard B 1784 or AWWA Standard C 900 or C 905.
- Piping materials designated Class 12454B (PVC 1120), Class 12454C (PVC 1220), and Class 23447B (CPVC 4120) are acceptable in the following pressure ratings:
  - Schedule ratings shall be according to ASTM Standards B 1785 (PVC) and F441 (CPVC).
  - Standard dimension ratio pressure rated (SDR-PR) shall be according to ASTM Standards D2241 (PVC) and ASTM F442 (CPVC).
  - Schedule 80 is required for all pipe sizes.
  - Pipe to be threaded shall be at least Schedule 120.
  - SDR rating of 26 or less shall be required for PVC 1120, PVC 1220, and CPVC 4120.
- All pipe and fittings shall bear the National Sanitation Foundation (NSF) seal of approval.
- The piping shall be visibly marked with specific schedule number or SDR rating.

In addition to these pipes, reinforced concrete culverts, storm drains, and sewer pipes shall also be allowed for water-sewer line crossing but not for parallel construction. The reinforced concrete pipe shall conform to ASTM C-76 of the class required by Article 550.03 of the Standard Specifications with the joints conforming to ASTM C 361 or C 433.

Jointing shall be pressure slip jointed, solvent welded, heat welded, flanged, or threaded joint. Special precautions shall be taken to ensure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

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

Solvent cement shall be specific for the piping material and shall comply with the ASTM Standard 02564 (PVC) and F493 (CPVC) and be approved by NSF.

Method of Measurement: Storm sewer to be constructed with water main requirement pipe will be measured for payment in place per foot of the diameter specified.

Basis of Payment: This work will be measured and paid for at the contract unit price per FOOT for STORM SEWER (WATER MAIN REQUIREMENTS) of the diameter specified.

### **TEMPORARY INLET**

This work shall consist of furnishing, installing, maintaining, and removing inlets, frames, grates, and lids of the size and type specified and at the locations shown in the plans for the purpose of providing positive pavement drainage during construction. This work shall be performed in accordance with Section 602 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TEMPORARY INLET.

### **TEMPORARY LIGHTING CONTROLLER, 240 VOLT, POLE MOUNTED**

Description: This work shall consist of furnishing and installing a temporary roadway lighting controller. This work shall be according to Section 825 of the Standard Specifications for Road and Bridge Construction, except as modified herein.

Basis of Payment: This work will be paid for at the contract unit price per EACH for TEMPORARY LIGHTING CONTROLLER, 240 VOLT, POLE MOUNTED.

### **TEMPORARY LUMINAIRE, LED, ROADWAY**

Description: This work shall consist of furnishing and installing a light emitting diode luminaire. This work shall be according to Sections 801, 821, and 1067 of the Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2023), except as modified herein.

Basis of Payment: This work will be paid for at the contract unit price per LUMINAIRE, LED, ROADWAY, of the output designation specified.

### **TEMPORARY MANHOLE**

This work shall consist of furnishing, installing, maintaining, and removing manholes, frames, grates, and lids of the size and type specified at the locations shown in the plans for the purpose of providing positive pavement drainage during construction. This work shall be performed in accordance with Section 602 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TEMPORARY MANHOLE.

### **TEMPORARY PAVEMENT**

This work shall consist of constructing and removing temporary pavement at the locations shown on the plans or as directed by the Engineer.

The Contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, and 406 of the Standard Specifications and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the temporary pavement shall be 10". Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

Temporary pavement will be measured in place, and the area computed in square yards.

This work will be paid for at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT.

### **TEMPORARY STORM SEWER 15"**

Description. This work shall consist of the construction and removal of temporary storm sewer as indicated on the storm sewer plans or as directed by the Engineer.

Temporary storm sewer shall be constructed to provide a fully functional storm sewer system throughout the staged construction. Upon completion of the permanent sewers and at the direction of the Engineer, the temporary storm sewer shall be removed and disposed of according to Article 202.03. All work shall comply with the applicable portions of Section 550, 551, and 605 of the Standard Specifications. Materials shall meet the requirements of Articles 550.02 and 550.03 of the Standard Specifications. Additionally, corrugated steel pipe meeting the requirements of Article 1006.01 is also acceptable.

Method of Measurement. Temporary storm sewers 15" will be measured for payment in place in feet.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for TEMPORARY STORM SEWER 15". The unit price shall include all materials, labor, equipment, and all miscellaneous work necessary to complete the installation, removal, and disposal of the items.

### **TEMPORARY TRAFFIC SIGNAL INSTALLATION**

This work shall consist of furnishing, installing, maintaining, and repositioning signal heads during stage construction and removing temporary traffic signal installation in accordance with Section 890 of the Standard Specifications, except as described herein.

The installation shall include the wood poles, electrical cable, signal heads, backplates, span wire, tether wire, vehicle detection, and all associated hardware to complete the installation.

The Emergency Fire Station Pre-Emption located at Maple St will be wired into the temporary signals and be functional during construction.

This work will be paid for at the contract unit price per EACH for TEMPORARY TRAFFIC SIGNAL INSTALLATION.

### **TEMPORARY WOOD POLE**

Description: This work shall consist of furnishing and installing a wood pole complete with an arm(s), when specified, and all hardware and accessories required for the intended temporary or permanent use of the pole. This work shall be according to Section 830 of the Standard Specifications for Road and Bridge Construction, except as modified herein.

Basis of Payment: This work will be paid for at the contract unit price per EACH for TEMPORARY WOOD POLE, 60 FT., CLASS 4, 15 FT. MAST ARM.

### **TRAFFIC SIGNAL POST**

This work shall consist of furnishing and installing a traffic signal post of the type and length specified in accordance with Sections 875 and 1077.01 of the Standard Specifications, except as described herein.

The base of the post shall have a threadless collar which extends above the threads on top of the base and adds one inch to its overall height. The collar shall be an integral part of the casting. Prior to assembly, the Contractor shall apply anti-seize compound to the threads of the post and base.

This work will be paid for at the contract unit price per EACH for TRAFFIC SIGNAL POST, of the type and length specified.

## **UNDERGROUND CONDUIT**

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

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

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

A 1/4" polypropylene pull rope shall be installed in all conduit runs exceeding 20 feet. A minimum of 2 feet of rope shall be provided at each end of a conduit run.

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

## **UNINTERRUPTABLE POWER SUPPLY**

This work shall consist of furnishing and installing an uninterruptable power supply in accordance with Section 862 and Article 1074.04 of the Standard Specifications, except as described herein.

The cabinet shall have minimum dimensions of 48" tall x 16" wide x 16" deep.

The cabinet shall be mounted to the side of the traffic signal cabinet and shall contain the UPS module, transfer switches, and the batteries.

This work will be paid for at the contract unit price per EACH for UNINTERRUPTABLE POWER SUPPLY, of the type specified.

## **WET REFLECTIVE TEMPORARY TAPE**

This work shall conform to the requirements of Section 703 and Article 1095.06 of the Standard Specifications. In addition to those requirements, the tape shall retain its reflective properties when submerged in water.

Method of Measurement: These items will be measured as specified in Article 703.06.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE FOOT for WET REFLECTIVE TEMPORARY TAPE LETTERS AND SYMBOLS and at the contract unit price per FOOT for WET REFLECTIVE TEMPORARY TAPE of the type and size specified.

## **ACCESSIBLE PEDESTRIAN SIGNALS (APS) (BDE)**

Effective: April 1, 2003

Revised: January 1, 2022

Description. This work shall consist of furnishing and installing accessible pedestrian signals (APS). Each APS shall consist of an interactive vibrotactile pedestrian pushbutton with speaker, an informational sign, a light emitting diode (LED) indicator light, a solid-state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 888 of the Standard Specifications, except as modified herein.

Electrical Requirements. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160 °F (-34 to +70 °C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

Audible Indications. A pushbutton locator tone shall sound at each pushbutton and shall be deactivated during the associated walk indication and when associated traffic signals are in flashing mode. Pushbutton locator tones shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. Each actuation of the pushbutton shall be accompanied by the speech message "Wait".

If two accessible pedestrian pushbuttons are placed less than 10 ft (3 m) apart or placed on the same pole, the audible walk indication shall be a speech walk message. This message shall sound throughout the WALK interval only. The verbal message shall be modeled after: "Street Name. Walk Sign is on to cross "Street Name." For signalized intersections utilizing exclusive pedestrian phasing, the verbal message shall be "Walk sign is on for all crossings". In addition, a speech pushbutton information message shall be provided by actuating the APS pushbutton when the WALK interval is not timing. This verbal message shall be modeled after: "Wait. Wait to cross 'Street Name' at 'Street Name'".

Where two accessible pedestrian pushbuttons are separated by at least 10 ft (3 m), the walk indication shall be an audible percussive tone. It shall repeat at 8 to 10 ticks per second with a dominant frequency of 880 Hz.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound.

At locations with railroad interconnection, an additional speech message stating "Walk time shortened when train approaches" shall be used after the speech walk message. At locations with emergency vehicle preemption, an additional speech message "Walk time shortened when emergency vehicle approaches" shall be used after the speech walk message.

Pedestrian Pushbutton. Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N).

A red LED shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

Signage. A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall conform to one of the following standard MUTCD designs: R10-3, R10-3a, R10-3e, R10-3i, R10-4, and R10-4a.

Tactile Arrow. A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided on the pushbutton.

Vibrotactile Feature. The pushbutton shall pulse when depressed and shall vibrate continuously throughout the WALK interval.

Method of Measurement. This work will be measured for payment as each, per pushbutton.

Basis of Payment. This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS.

## **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.”



**BUILDING REMOVAL (BDE)**

Effective: September 1, 1990  
 Revised: August 1, 2022

Description. This work shall consist of the removal and disposal of building(s), including all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate bottom of building elevation or proposed bottom of construction elevation. The building(s) are identified as follows:

Bldg No.	Parcel No.	Location	Description
5	7003218	Commercial Property 1007 W. Fayette Ave, Effingham IL 62401	Approximately 7,043 sq.ft. steel frame building with metal exterior. This building is approximately 20 years old.
6	7003220	Commercial Property 1001 W. Fayette Ave, Effingham IL 62401	Approximately 1,876 sq.ft. building with brick and stucco exterior. The building has a flat roof. This building was built in 2019.

**CONSTRUCTION REQUIREMENTS**

General. The IEPA's "State of Illinois Demolition/Renovation/Asbestos Project Notification Form" shall be submitted and a copy sent to the Engineer. It shall be updated if there is a change in the start and/or finish date or if asbestos is found to be present in the building(s) to be removed.

Discontinuance of Utilities. The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices that serve the building(s) according to the respective requirements and regulations of the city, county, and utility companies involved. The Contractor shall disconnect and seal the service outlets.

Posting. Upon execution of the contract and prior to the removal of any buildings, the Contractor shall paint or stencil, in contrasting colors of an oil base paint, on all sides of each building or structure, the following posting:

NO TRESPASSING  
 VIOLATORS WILL BE PROSECUTED

The postings shall be positioned prominently on the structure so they can be easily read and at a sufficient height to prevent defacing.

Any holes, such as basements, shall be backfilled according to Article 502.10.

Basis of Payment. This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL NO. 5 and at the contract lump sum unit price for BUILDING REMOVAL NO. 6.

**BUILDING REMOVAL WITH ASBESTOS ABATEMENT (BDE)**

Effective: September 1, 1990

Revised: August 1, 2022

Description. This work shall consist of the removal and disposal of building(s), including all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate bottom of building elevation or proposed bottom of construction elevation. The building(s) are identified as follows:

BLDG. NO.	PARCEL NO.	LOCATION	DESCRIPTION
1	7003214	COMMERCIAL PROPERTY 1108 EDGAR AVE, EFFINGHAM IL 62401	924 SQUARE FOOT WOOD FRAME MOTEL BUILDING THAT IS ONE STORY AND HAS A FLAT ROOF
2	7003214	COMMERCIAL PROPERTY 1108 EDGAR AVE, EFFINGHAM IL 62401	APPROXIMATELY 336 SQ.FT. OFF OF THE WEST END OF A ONE STORY MOTEL BUILDING THAT IS WOOD FRAME AND HAS AN ASHPHALT SHINGLE ROOF
3	7003215	COMMERCIAL PROPERTY 1107 W. FAYETTE AVE, EFFINGHAM IL 62401	2,576 SQ.FT. MASONRY BUILDING THAT IS A CARWASH. BUILDING HAS A FLAT ROOF.
4	7003216	COMMERCIAL PROPERTY 1103 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 5,551 SQ.FT. TWO STORY MASONRY AND HAS AN ASHPHALT SHINGLE ROOF. THIS BUILDING IS APPROXIMATELY 70 YEARS OLD.
7	7003224	COMMERCIAL PROPERTY 811 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 1,640 SQ.FT. WOOD FRAME BUILDING WITH VINYL AND STONE EXTERIOR. THE BUILDING HAS AN ASHPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1956.

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8	7003226	COMMERCIAL PROPERTY 801 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 1,838 SQ.FT. TWO STORY WOOD FRAME BUILDING WITH COMPOSITE SIDING EXTERIOR. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1920. THIS BUILDING HAS A BASEMENT
9	7003232	RESIDENTIAL PROPERTY 703 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 2,634 SQ.FT. TWO STORY WOOD FRAME BUILDING WITH ALUMINUM SIDING EXTERIOR. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1878. THIS BUILDING HAS A PARTIAL BASEMENT
10	7003232	RESIDENTIAL PROPERTY 701 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 876 SQ.FT. ONE STORY MASONRY BUILDING. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1918. THIS BUILDING HAS A PARTIAL BASEMENT
11	7003234	COMMERCIAL PROPERTY 611 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 2,208 SQ.FT. TWO STORY WOOD FRAME BUILDING WITH VINYL SIDING EXTERIOR. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1868. THIS BUILDING HAS A BASEMENT
12	7003254	RESIDENTIAL PROPERTY 609 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 1,570 SQ.FT. ONE STORY WOOD FRAME BUILDING WITH UNFINISHED ATTIC. VINYL SIDING EXTERIOR. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1917. THIS BUILDING HAS A BASEMENT

13	7003236	RESIDENTIAL PROPERTY 607 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 1,874 SQ.FT. 1.5 STORY WOOD FRAME BUILDING. BRICK EXTERIOR. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1926. THIS BUILDING HAS A BASEMENT
14	7003240	COMMERCIAL PROPERTY 601 W. FAYETTE AVE, EFFINGHAM IL 62401	APPROXIMATELY 3,246 SQ.FT. THREE STORY WOOD FRAME BUILDING WITH VINYL SIDING EXTERIOR. THE BUILDING HAS AN ASPHALT SHINGLE ROOF. THIS BUILDING WAS BUILT IN 1900. THIS BUILDING HAS A BASEMENT

**CONSTRUCTION REQUIREMENTS**

General. The IEPA's "State of Illinois Demolition/Renovation/Asbestos Project Notification Form" shall be submitted and a copy sent to the Engineer. It shall be updated if there is a change in the start and/or finish date or if the quantity of asbestos changes by more than 20 percent.

Asbestos abatement work shall be performed by an IDPH licensed Contractor prequalified with the Illinois Capital Development Board who has an on-site supervisor licensed by IDPH and employs workers licensed by IDPH. This work shall be completed according to the requirements of the U.S. Environmental Protection Agency (USEPA), IEPA, OSHA, and local regulatory agencies.

Discontinuance of Utilities. The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices that serve the building(s) according to the respective requirements and regulations of the city, county, or utility companies involved. The Contractor shall disconnect and seal the service outlets.

Posting. Upon execution of the contract and prior to the removal of any buildings, the Contractor shall paint or stencil, in contrasting colors of an oil base paint, on all sides of each building or structure, the following posting:

NO TRESPASSING  
 VIOLATORS WILL BE PROSECUTED

The postings shall be positioned prominently on the structure(s) so they can be easily read and at a sufficient height to prevent defacing.

Asbestos Abatement. Friable asbestos containing building materials (ACBMs) and Category II non-friable ACBMs shall be removed from the building(s) prior to demolition. Category II non-friable ACBMs include asbestos containing transite boards, siding, and other cementitious materials (cement pipe or highly weathered roofing shingles/materials) which have a likelihood of

becoming friable during typical demolition activities (by crumbling, pulverizing, or otherwise reducing to powder) making them regulated asbestos containing materials (RACM). Removed ACBM shall be kept separate from non-ACBM demolition debris for purposes of transport and disposal.

Category I non-friable ACBM may be kept in place for demolition or removal of the building unless it has become friable as determined by the ACBM inspector. If the Contractor demolishes the building(s) with the non-friable asbestos in place, the following shall apply.

- (a) The Contractor shall continuously wet the non-friable ACBM and other building debris with water during demolition and loading for disposal.
- (b) The Contractor shall dispose of all demolition debris as ACBM.

The Contractor shall perform air monitoring during asbestos abatement activities. Air sampling shall be conducted by a qualified air sampling professional. Air sampling shall be conducted according to NIOSH Method 7400. Air monitoring equipment shall be calibrated and maintained in proper operating condition. The Contractor shall submit a copy of the air sampling professional's certificate to the Engineer. The results of the tests, and daily calibration and maintenance records shall be kept on site and be available to the Engineer upon request.

Personal monitoring shall be conducted per applicable OSHA regulations. Excursion limits shall be monitored daily, and corrective actions taken immediately to bring excursions within OSHA permissible exposure limits.

When asbestos is removed prior to demolition, clearance testing per IDPH shall be conducted upon the removal of ACBM.

Submittals. The following submittals shall be made to the Engineer prior to the start of the asbestos abatement:

- (a) Manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
- (b) A listing of the brand name, manufacturer, and specification of all sealants or surfactants to be used.
- (c) Proof that arrangements for transport and disposal of ACBMs have been obtained (i.e., a letter of authorization to utilize designated landfill).
- (d) A detailed work plan of the Contractor's anticipated procedures including the location and layout of decontamination units, the sequencing of work, the respiratory protection plan, a site safety plan, a disposal plan, and a detailed description of the methods to be used to control pollution.
- (e) Proof of the Contractor's prequalification with Capital Development Board and employee certifications with IDPH.

Submittals that shall be made upon completion of abatement work:

- (f) Copies of waste chain-of-custodies, trip tickets, shipping manifests, or disposal receipts for asbestos waste materials removed from the work area.
- (g) Copies of each day's work site entry logbook with information on worker and visitor access.
- (h) Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls.
- (i) Test results of any bulk material analysis and air sampling data collected during the abatement including results of any on-site testing by any federal, state, or local agency.

Any holes, such as basements, shall be backfilled according to Article 502.10.

Basis of Payment. This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL NO. 1, for BUILDING REMOVAL NO. 2, for BUILDING REMOVAL NO. 3, for BUILDING REMOVAL NO. 4, for BUILDING REMOVAL NO. 7, for BUILDING REMOVAL NO. 8, for BUILDING REMOVAL NO. 9, for BUILDING REMOVAL NO. 10, for BUILDING REMOVAL NO. 11, for BUILDING REMOVAL NO. 12, for BUILDING REMOVAL NO. 13, for BUILDING REMOVAL NO. 14, for BUILDING REMOVAL NO. 15, for BUILDING REMOVAL NO. 16.

Removal and disposal of friable ACBM will be paid for at the contract lump sum unit price for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. of the number given.

Removal and disposal of non-friable ACBM will be paid for at the contract lump sum unit price for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 3, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 7, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 8, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 9, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 10, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 11, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 12, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 13, for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 14.

## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.



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

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

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

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

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

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

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 **7.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

(a) The bidder documents enough DBE participation has been obtained to meet the goal or,

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The

required forms and documentation must be submitted as a single .pdf file using the “Integrated Contractor Exchange (iCX)” application within the Department’s “EBids System”.

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder’s good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and

suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit

for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

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

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



should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

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

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

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

Effective: April 1, 2009

Revised: August 1, 2017

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

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

subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

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

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

(c) Quantity Conversion Factors.

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

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

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

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

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

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

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

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

**PERFORMANCE GRADED ASPHALT BINDER (BDE)**

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

(such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 “Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates” or AASHTO PP 74 “Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method”, a 50 g sample of the GTR shall conform to the following gradation requirements.

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

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

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

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

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

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA,

\*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*. [0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

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

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

The following grades may be specified as tack coats.

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

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

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

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

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



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

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

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

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

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

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

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

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

- (a) Non-ferrous metals;

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

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

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

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

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

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017  
 Revised: April 1, 2019

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

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

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

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 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 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

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

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

Effective: January 1, 2021

Revised: January 1, 2023

**Description.** This work shall consist of testing the ride quality of the finished surface of pavement sections with new concrete pavement, PCC overlays, full-depth HMA, and HMA overlays with at least 2.25 in. (57 mm) total thickness of new HMA combined with either HMA binder or HMA surface removal, according to Illinois Test Procedure 701, "Ride Quality Testing Using the International Roughness Index (IRI)". Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

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

Add the following to Article 406.03 of the Standard Specifications:

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

Revise Article 406.11 of the Standard Specifications to read:

**“406.11 Surface Tests.** Prior to HMA overlay pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements after the pavement improvement is complete but within the same construction season. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

(a) Test Sections.

- (1) High-Speed Mainline Pavement. High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement. Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement. Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.
  - a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
  - b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
  - c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
  - d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
  - e. Variable width pavements;
  - f. Side street returns, to the end of radius return;
  - g. Crossovers;
  - h. Pavement connector for bridge approach slab;

- i. Bridge approach slab;
- j. Pavement that must be constructed in segments of 600 ft (180 m) or less;
- k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
- l. Turn lanes; and
- m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

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

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
- (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
  - a.  $MRI_o$ . The MRI of the existing pavement prior to construction.
  - b.  $MRI_i$ . The MRI value that warrants an incentive payment.
  - c.  $MRI_f$ . The MRI value that warrants full payment.
  - d.  $MRI_D$ . The MRI value that warrants a financial disincentive.
- (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
- (7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial subplot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole subplot. Partial sublots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.

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

- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than  $MRI_D$ , including ALR, shall be corrected to reduce the MRI to the  $MRI_f$ , or replaced at the Contractor's option.
- (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.



- (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

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

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

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

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

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

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

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

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

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)	
Mainline Pavement MRI Range	Assessment Per Subplot <sup>1/</sup>
$MRI \leq MRI_I$	$+ (MRI_I - MRI) \times \$20.00$ <sup>2/</sup>
$MRI_I < MRI \leq MRI_F$	$+ \$0.00$
$MRI_F < MRI \leq MRI_D$	$- (MRI - MRI_F) \times \$8.00$
$MRI > MRI_D$	$- \$200.00$

1/  $MRI$ ,  $MRI_I$ ,  $MRI_F$ , and  $MRI_D$  shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$300.00.

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

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

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

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

Revise Article 407.09 of the Standard Specifications to read:

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

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

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA)	
Mainline Pavement MRI, in./mile (mm/km)	Assessment Per Sublot <sup>1/</sup>
≤ 45.0 (710)	+ (45 – MRI) × \$45.00 <sup>2/</sup>
> 45.0 (710) to 75.0 (1,190)	+ \$0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$20.00
> 100.0 (1,580)	– \$500.00

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

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

**Portland Cement Concrete Pavement**

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

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

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

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

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

Jointed portland cement concrete pavement corrected by removal and replacement, shall be corrected in full panel sizes.

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

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC)	
Mainline Pavement MRI, in./mile (mm/km) <sup>3/</sup>	Assessment Per Sublot <sup>1/</sup>
≤ 45.0 (710)	+ (45 – MRI) × \$60.00 <sup>2/</sup>
> 45.0 (710) to 75.0 (1,190)	+ \$0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$37.50
> 100.0 (1,580)	– \$750.00

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

2/ The maximum incentive amount shall not exceed \$1200.00.

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

**Removal of Existing Pavement and Appurtenances**

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

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

**General Equipment**

Revise Article 1101.04 of the Standard Specifications to read:

**“1101.04 Pavement Surface Grinding Equipment.** The pavement surface grinding device shall have a minimum effective head width of 3 ft (0.9 m).

- (a) Diamond Saw Blade Machine. The machine shall be self-propelled with multiple diamond saw blades.
- (b) Profile Milling Machine. The profile milling machine shall be a drum device with carbide or diamond teeth with spacing of 0.315 in. (8 mm) or less and maintain proper forward speed for surface texture according to the manufacturer’s specifications.”

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

Effective: October 15, 1975

Revised: September 2, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: August 1, 2012

Revised: February 2, 2017

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

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful

on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

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

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

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

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

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

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the

Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

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

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

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

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

Effective: November 1, 2021

Revised: November 1, 2022

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

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



**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

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

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **220** working days.

## PROJECT LABOR AGREEMENT

Effective: May 18, 2007

Revised: August 1, 2019

**Description.** The Illinois Project Labor Agreements Act, 30 ILCS 571, states that the State of Illinois has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost. A project labor agreement (PLA) is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project that is intended to support this compelling interest. It has been determined by the Department that a PLA is appropriate for the project that is the subject of this contract. The PLA document, provided below, only applies to the construction site for this contract. It is the policy of the Department on this contract, and all construction projects, to allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements.

**Execution of Letter of Assent.** A copy of the PLA applicable to this project is included as part of this special provision. As a condition of the award of the contract, the successful bidder and each of its subcontractors shall execute a "Contractor Letter of Assent", in the form attached to the PLA as Exhibit A. The successful bidder shall submit a Subcontractor's Contractor Letter of Assent to the Department prior to the subcontractor's performance of work on the project. Upon request, copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization at the pre-job conference.

**Quarterly Reporting.** Section 37 of the Illinois Project Labor Agreements Act requires the Department to submit quarterly reports regarding the number of minorities and females employed under PLAs. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the PLA of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department's website <http://www.idot.illinois.gov/Assets/uploads/files/IDOT-Forms/BC/BC%20820.docx>.

The report shall be submitted no later than the 15th of the month following the end of each quarter (i.e., April 15 for the January – March reporting period). The form shall be emailed to [DOT.PLA.Reporting@illinois.gov](mailto:DOT.PLA.Reporting@illinois.gov) or faxed to (217) 524-4922.

Any costs associated with complying with this provision 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.

Illinois Department of Transportation  
**PROJECT LABOR AGREEMENT**

This Project Labor Agreement (“PLA” or “Agreement”) is entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 2023, by and between the Illinois Department of Transportation (“IDOT” or “Department”) in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the “Unions”). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT’s Prime Contractor and each of its subcontractors of whatever tier (“Subcontractor” or “Subcontractors”) on Contract No. (hereinafter, the “Project”).

**ARTICLE 1 - INTENT AND PURPOSES**

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act (“Act”, 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act’s goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, IDOT’s Prime Contractor and each of its Subcontractors shall execute a “Contractor Letter of Assent”, in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Contractor shall submit a Subcontractor’s Contractor Letter of Assent to the Department prior to the Subcontractor’s performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.

- 1.3 Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.
- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, IDOT will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.
- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

**ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS**

- 2.1 The term Construction Work as used herein shall include all “construction, demolition, rehabilitation, renovation, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.



- 2.8 In accordance with the Act and to promote diversity in employment, IDOT will establish, in cooperation with the other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. IDOT shall consider the total hours to be performed by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project (together "Project Employment Objectives"). IDOT shall provide a quarterly report regarding the racial and gender composition of the workforce on the Project.

Persons currently lacking qualifications to enter apprenticeship programs will have the opportunity to obtain skills through basic training programs as have been established by the Department. The parties will endeavor to support such training programs to allow participants to obtain the requisite qualifications for the Project Employment Objectives.

The parties agree that all Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements to realize the Project Employment Objectives.

The Unions shall assist the Contractor and each Subcontractor in efforts to satisfy Project Employment Objectives. A Contractor or Subcontractor may request from a Union specific categories of workers necessary to satisfy Project Employment Objectives. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.
- 2.10 This Agreement shall not apply to IDOT employees or employees of any other governmental entity.

**ARTICLE III - ADMINISTRATION OF AGREEMENT**

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local union's International Representative.

**ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS**

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

**ARTICLE V – GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT**

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.

- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

#### **ARTICLE VI –DISPUTES: GENERAL PRINCIPLES**

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.
- 6.2 A panel of Permanent Arbitrators are attached as addendum (A) to this agreement. By mutual agreement between IDOT and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.

The arbitrator is not authorized to award back pay or any other damages for a miss assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.

- 6.3 The PLA Jurisdictional Dispute Resolution Process (“Process”) sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

#### **DISPUTE PROCESS**

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois Federation of Labor, AFL- CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.
- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor (“Federation”) from any liability arising from its action or inaction and covenant not to sue the Federation, nor its officers, employees, agents or attorneys.

- 6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
- (a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
  - (b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
  - (c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.
- 6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.

- 6.8 Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union’s General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

- 6.9 In rendering a decision, the Arbitrator shall determine:
- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
  - (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,

- (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- (d) The arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.

6.10 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the Project. Agreements of Record, for other PLA projects, are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.

6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Attorneys shall not be permitted to attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

6.12 The Order of Presentation in all Hearings before an Arbitrator shall be

- I. Identification and Stipulation of the Parties
- II. Unions(s) claiming the disputed work presents its case
- III. Union(s) assigned the disputed work presents its case
- IV. Employer assigning the disputed work presents its case
- V. Evidence from other interested parties (i.e., general contractor, project manager, owner)
- VI. Rebuttal by union(s) claiming the disputed work
- VII. Additional submissions permitted and requested by Arbitrator
- VIII. Closing arguments by the parties

- 6.13 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and IDOT, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.
- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.
- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

#### **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.



7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.

7.2.A No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.

7.2.B Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.

7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.

- 7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- 7.5.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
  - 7.5.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
  - 7.5.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
  - 7.5.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
  - 7.5.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

### **ARTICLE VIII – TERMS OF AGREEMENT**

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 This Agreement shall be in full force as of and from the date of the Notice of Award until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Addendum A

IDOT Slate of Permanent Arbitrators

1. Bruce Feldacker
2. Thomas F. Gibbons
3. Edward J. Harrick
4. Brent L. Motchan
5. Robert Perkovich
6. Byron Yaffee
7. Glenn A. Zipp

**Execution Page**

***Illinois Department of Transportation***

\_\_\_\_\_  
Stephen Travia, Director of Highways Project Implementation

\_\_\_\_\_  
Vicki L. Wilson, Director of Finance & Administration

\_\_\_\_\_  
Yangsu Kim, Chief Counsel

\_\_\_\_\_  
Omer Osman, Secretary (Date)

***Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the Unions listed below:***

\_\_\_\_\_  
(Date)

List Unions:

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No. ], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

**STORM WATER POLLUTION PREVENTION PLAN**



Illinois Department of Transportation

Storm Water Pollution Prevention Plan



Route	Marked Route	Section Number
FAP 95	US 40, IL 33	(18Z)R
Project Number	County	Contract Number
NHPP-64F1(960)	Effingham	74212

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
<i>Jeffrey P. Myers</i>	10-26-22

Print Name	Title	Agency
Jeffrey P Myers	Region Four Engineer, District 7	Illinois Department of Transportation

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

**I. Site Description:**

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

This project begins west of Raney St and ends east of Walnut St in Effingham. (39.120357,-88.556197)

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:

This project involves reconstruction of a 4 lane highway to a 5 lane highway with 10" PCC jointed pavement. This project also includes new storm sewer, traffic signals, lighting, curb & gutter, and entrances.

C. Provide the estimated duration of this project:

Spring 2023 through fall of 2024

D. The total area of the construction site is estimated to be 17.6 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 17.3 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:

0.70

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

Cisne silt loam 0-2%, Hoyleton silt loam 0-2%, Bluford silt loam 0-2%, Ava silt loam 2-5%

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

N/A

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

Ditch bottoms, cut and fills

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.):

Construction of slopes behind curb

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:

IDOT

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

None

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

Little Wabash 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.

Existing vegetated areas outside the construction limits will remain undisturbed.

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

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:

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:

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

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

Applicable Federal, Tribal, State, or Local Programs



Floodplain

Historic Preservation

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:

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:

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:

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

Other

Wetland

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

**II. Controls:**

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

N/A

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

Permanent sodding shall be placed after slopes are completed.

**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 type="checkbox"/> Perimeter Erosion Barrier               | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Permanent Sediment Basin                | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Retaining Walls                         | <input type="checkbox"/> Other (Specify) _____         |
| <input 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:

See plans for locations

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

N/A

**D. Treatment Chemicals**

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

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

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

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

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

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

Description of permanent storm water management controls:

N/A

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

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

N/A

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

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

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

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

### III. Maintenance:

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

### IV. Inspections:

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

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

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

FAP ROUTE 95 (US 40 & IL 33)  
PROJECT NHPP-64FI(960)  
SECTION (18Z)R  
EFFINGHAM COUNTY  
CONTRACT NO. 74212

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

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

**V. Failure to Comply:**

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



**Contractor Certification Statement**



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

Route	Marked Route	Section Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Project Number	County	Contract Number
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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

- Contractor
- Sub-Contractor

Signature	Date		
<input type="text"/>	<input type="text"/>		
Print Name	Title		
<input type="text"/>	<input type="text"/>		
Name of Firm	Phone		
<input type="text"/>	<input type="text"/>		
Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP			
<input type="text"/>			

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

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

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

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

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**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

## Contract Provision - Cargo Preference Requirements

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

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

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

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

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

