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Letting April 23, 2021

Notice to Bidders, Specifications and Proposal



**Contract No. 97719
MONROE County
Section 17-00045-02-BT (Waterloo)
Route FAU 9321 (South Market Street)
Project WQI5-116 ()
District 8 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. April 23, 2021 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. 97719
MONROE County
Section 17-00045-02-BT (Waterloo)
Project WQI5-116 ()
Route FAU 9321 (South Market Street)
District 8 Construction Funds**

Pedestrian path along South Market Street from IL 3 to Bulldog Boulevard in Waterloo.

- 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,
Acting Secretary

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-21)

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BDE SPECIAL PROVISIONS

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

| <u>File Name</u> | <u>Pg.</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|------------------|----------------|
| 80099 | | Accessible Pedestrian Signals (APS) | April 1, 2003 | April 1, 2020 |
| 80274 | | Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2016 |
| 80192 | | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| 80246 | | Bituminous Surface Treatment with Fog Seal | Jan. 1, 2020 | |
| * 80436 | 30 | X Blended Finely Divided Minerals | April 1, 2021 | |
| 80241 | | Bridge Demolition Debris | July 1, 2009 | |
| 50261 | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50481 | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50491 | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50531 | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 80425 | | Cape Seal | Jan. 1, 2020 | Jan. 1, 2021 |
| 80384 | 31 | X Compensable Delay Costs | June 2, 2017 | April 1, 2019 |
| 80198 | | Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80293 | | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet | April 1, 2012 | July 1, 2016 |
| 80311 | | Concrete End Sections for Pipe Culverts | Jan. 1, 2013 | April 1, 2016 |
| 80261 | 35 | X Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| 80387 | | Contrast Preformed Plastic Pavement Marking | Nov. 1, 2017 | |
| 80434 | 38 | X Corrugated Plastic Pipe (Culvert and Storm Sewer) | Jan. 1, 2021 | |
| 80029 | 50 | X Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Mar. 2, 2019 |
| 80402 | 60 | X Disposal Fees | Nov. 1, 2018 | |
| 80378 | | Dowel Bar Inserter | Jan. 1, 2017 | Jan. 1, 2018 |
| 80421 | | Electric Service Installation | Jan. 1, 2020 | |
| 80415 | | Emulsified Asphalts | Aug. 1, 2019 | |
| 80423 | | Engineer's Field Office Laboratory | Jan. 1, 2020 | |
| 80229 | | Fuel Cost Adjustment | April 1, 2009 | Aug. 1, 2017 |
| 80417 | | Geotechnical Fabric for Pipe Underdrains and French Drains | Nov. 1, 2019 | |
| 80420 | | Geotextile Retaining Walls | Nov. 1, 2019 | |
| 80433 | | Green Preformed Thermoplastic Pavement Markings | Jan. 1, 2021 | |
| 80304 | | Grooving for Recessed Pavement Markings | Nov. 1, 2012 | Nov. 1, 2020 |
| 80422 | | High Tension Cable Median Barrier | Jan. 1, 2020 | Nov. 1, 2020 |
| 80416 | | Hot-Mix Asphalt – Binder and Surface Course | July 2, 2019 | Nov. 1, 2019 |
| 80398 | | Hot-Mix Asphalt – Longitudinal Joint Sealant | Aug. 1, 2018 | Nov. 1, 2019 |
| 80406 | | Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Data Collection) | Jan. 1, 2019 | Jan. 2, 2021 |
| 80347 | | Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling | Nov. 1, 2014 | July 2, 2019 |
| 80383 | | Hot-Mix Asphalt – Quality Control for Performance | April 1, 2017 | July 2, 2019 |
| 80411 | | Luminaires, LED | April 1, 2019 | |
| 80393 | 62 | X Manholes, Valve Vaults, and Flat Slab Tops | Jan. 1, 2018 | Mar. 1, 2019 |
| 80045 | | Material Transfer Device | June 15, 1999 | Aug. 1, 2014 |
| 80418 | | Mechanically Stabilized Earth Retaining Walls | Nov. 1, 2019 | Nov. 1, 2020 |
| 80424 | | Micro-Surfacing and Slurry Sealing | Jan. 1, 2020 | Jan. 1, 2021 |
| 80428 | 64 | X Mobilization | April 1, 2020 | |
| 80412 | | Obstruction Warning Luminaires, LED | Aug. 1, 2019 | |
| 80430 | 65 | X Portland Cement Concrete – Haul Time | July 1, 2020 | |
| 80359 | | Portland Cement Concrete Bridge Deck Curing | April 1, 2015 | Nov. 1, 2019 |
| 80431 | | Portland Cement Concrete Pavement Patching | July 1, 2020 | |
| 80432 | | Portland Cement Concrete Pavement Placement | July 1, 2020 | |

| <u>File Name</u> | <u>Pg.</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|--|------------------|----------------|
| 80300 | | Preformed Plastic Pavement Marking Type D - Inlaid | April 1, 2012 | April 1, 2016 |
| 34261 | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |
| 80157 | | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| 80306 | | Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) | Nov. 1, 2012 | Jan. 2, 2021 |
| 80407 | 66 | X Removal and Disposal of Regulated Substances | Jan. 1, 2019 | Jan. 1, 2020 |
| 80419 | 77 | X Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric | Nov. 1, 2019 | April 1, 2020 |
| 80395 | | Sloped Metal End Section for Pipe Culverts | Jan. 1, 2018 | |
| 80340 | | Speed Display Trailer | April 2, 2014 | Jan. 1, 2017 |
| 80127 | | Steel Cost Adjustment | April 2, 2014 | Aug. 1, 2017 |
| 80408 | | Steel Plate Beam Guardrail Manufacturing | Jan. 1, 2019 | |
| 80413 | | Structural Timber | Aug. 1, 2019 | |
| 80397 | 83 | X Subcontractor and DBE Payment Reporting | April 2, 2018 | |
| 80391 | 84 | X Subcontractor Mobilization Payments | Nov. 2, 2017 | April 1, 2019 |
| * 80437 | | Submission of Payroll Records | April 1, 2021 | |
| * 80435 | | Surface Testing of Pavements – IRI | Jan. 1, 2021 | April 1, 2021 |
| 80298 | | Temporary Pavement Marking | April 1, 2012 | April 1, 2017 |
| 80409 | 85 | X Traffic Control Devices – Cones | Jan. 1, 2019 | |
| 80410 | | Traffic Spotters | Jan. 1, 2019 | |
| 20338 | 86 | X Training Special Provisions | Oct. 15, 1975 | |
| 80318 | | Traversable Pipe Grate for Concrete End Sections | Jan. 1, 2013 | Jan. 1, 2018 |
| 80429 | | Ultra-Thin Bonded Wearing Course | April 1, 2020 | |
| 80288 | | Warm Mix Asphalt | Jan. 1, 2012 | April 1, 2016 |
| 80302 | 89 | X Weekly DBE Trucking Reports | June 2, 2012 | April 2, 2015 |
| 80414 | | Wood Fence Sight Screen | Aug. 1, 2019 | April 1, 2020 |
| 80427 | | Work Zone Traffic Control Devices | Mar. 2, 2020 | |
| 80071 | 90 | X Working Days | Jan. 1, 2002 | |

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location(s)</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|---|------------------|----------------|
| 80277 | Concrete Mix Design – Department Provided | Check Sheet #37 | Jan. 1, 2012 | April 1, 2016 |
| 80405 | Elastomeric Bearings | Article 1083.01 | Jan. 1, 2019 | |
| 80388 | Equipment Parking and Storage | Article 701.11 | Nov. 1, 2017 | |
| 80165 | Moisture Cured Urethane Paint System | Article 1008.06 | Nov. 1, 2006 | Jan. 1, 2010 |
| 80349 | Pavement Marking Blackout Tape | Articles 701.04, 701.19(f), 701.20(j) and 1095.06 | Nov. 1, 2014 | April 1, 2016 |
| 80371 | Pavement Marking Removal | Articles 783.02-783.04, 783.06 and 1101.13 | July 1, 2016 | |
| 80389 | Portland Cement Concrete | Article 1020.04 Table 1 and Note 4 | Nov. 1, 2017 | |
| 80403 | Traffic Barrier Terminal, Type 1 Special | Articles 631.04 and 631.12 | Nov. 1, 2018 | |

The following special provisions have been deleted from use.

| <u>File Name</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|------------------|----------------|
| 80317 | Surface Testing of Hot-Mix Asphalt Overlays | Jan 1, 2013 | Aug. 1, 2019 |

Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted **April 1, 2016**, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", 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 **Section 17-00045-02-BT**, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROPOSED WORK

The proposed project is located along South Market Street in the City of Waterloo, IL from IL Route 3 (southernmost termini) to Bulldog Boulevard (northernmost termini).

DESCRIPTION OF WORK

Name: South Market Street Shared-Use Path

Length: Approximately 2107 feet (0.399 miles)

Proposed Improvement: The proposed improvements along South Market Street include the following: removal of existing sidewalk, curb & gutter and pipe culverts; earthwork; installation of storm sewer; curb & gutter, portland cement concrete, sidewalk and various other items of work necessary to complete the work as described in the contract documents.

UTILITIES

Approximate utility locations are shown on the plans. It is the **CONTRACTOR'S RESPONSIBILITY** to contact all utility companies, have them locate the depth of their facilities, discuss arrangements for adjustment if necessary and to carry on his/her operations accordingly.

The locations of existing, known utilities are shown in an approximate way only. The Contractor shall determine the exact location of existing facilities before commencing work and agrees to be fully responsible for all damages which may have been caused by his/her failure to locate and preserve all existing utilities.

Call J.U.L.I.E. before beginning work 1-800-892-0123 (OR 811): Design Locate # A1431421

| <u>UTILITY</u> | <u>TYPE</u> | <u>APPROXIMATE LOCATION</u> | <u>DATE OF RELOCATION</u> |
|--|----------------|--|---------------------------|
| Harrisonville Telephone Thomas R. Schrieber (618) 939-9256 (618) 741-0256 htctrs@htc.net | Communications | Underground fiber optic line on the west side of the proposed shared-use path for approximately half of the project then on the east side of the proposed shared-use path for the remainder. Crosses underneath Bulldog Boulevard and continues north. | N/A |
| Monroe County Electric Cooperative Inc. Keith Jones (618) 939-7171 (618) 334-1510 | Electric | Aerial lines on the west side of South Market Street. Not within project limits | N/A |
| City of Waterloo Brian Hoffman (618) 939-8600x209 | Electric | Not within project limits | N/A |
| | Gas | Underground gas line on the west side of the proposed shared-use path for approximately half of the project then on the east side of the proposed shared-use path for the remainder. | N/A |

The above represents the best information available and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, and 107.37-107.40 of the Standard Specifications shall apply except as modified herein.

If any utility adjustment or removal is required by the Contractor's operations (whether known or unknown), the Contractor shall coordinate with the Utility Company. Requests for an extension of time will be considered to the extent that the Contractor's operations were affected. The Contractor shall make initial utility adjustment/scheduling attempts before/during construction with the Utility Company. If delays are encountered, the Contractor shall inform the Engineer in writing. The Engineer and the City will then contact the Utility Company to assist with the utility adjustment/scheduling.

LOCATING UNDERGROUND UTILITIES

This work shall be in accordance with Section 803 of the Standard Specifications and as modified by this Special Provision. The Contractor shall determine the exact locations and elevations of underground utilities owned and maintained by the Department. These underground utilities may be in possible conflict with construction operations and must be protected from damage at the locations determined by the Engineer.

The location of LOCATING UNDERGROUND UTILITIES will be near STA 10+00 around the existing traffic signals.

Trenches resulting from locating underground utilities shall be backfilled according to Article 550.07 of the Standard Specifications and according to the special provision for TRENCH BACKFILL. Trench backfill for LOCATING UNDERGROUND UTILITIES, if required, will not be measured separately for payment.

LOCATING UNDERGROUND UTILITIES will be measured for payment on a lump sum basis. This work will be measured for payment at a specific work location only once.

All labor, equipment, and material required for this work shall be paid for at the contract unit price per LUMP SUM for LOCATING UNDERGROUND UTILITIES.

SHOP DRAWINGS

The Contractor shall submit shop drawings for review and approval on the following items to HMG Engineers, Inc.:

- a. Manholes
- b. Drainage Castings
- c. Pipe
- d. Portland Cement Concrete Mix Designs
- e. Street Signs

Shop Drawings shall be submitted to:

HMG Engineers, Inc.
9360 Holy Cross Lane
Breese, Illinois 62230
Attention: Scott A. Rakers, P.E.

TRAFFIC CONTROL PLAN

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

The Contractor shall furnish, erect, maintain and remove all warning signs, flags, barricades and lights according to Article 107.14 and Section 701 of the "Standard Specifications for Road and Bridge Construction", the latest edition of the "Manual of Uniform Traffic Control Devices for Construction and Maintenance Operations" and/or as directed by the Engineer. This work shall also include required traffic control for pedestrians and the applicable Highway Standards. No additional compensation will be allowed except as described herein due to furnishing, erecting, maintaining and removing all warning signs, flags, barricades and lights as required by the specifications.

Attention is called to Article 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards:

701001 701006 701201 701301 701801 701901

Traffic Control related Special Provisions required for this project include:

Work Zone Traffic Control Surveillance
Flaggers in Work Zones

Traffic Control Devices – Cones
Traffic Control & Protection (Special)

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

This work shall conform to the applicable portions of Section 701 of the Standards Specifications and the Traffic Control Plan included in the plans. This item of work shall consist of furnishing, installing, maintaining, relocating and removing all traffic control devices used for regulating, warning or directing traffic during the construction of this project.

All traffic control devices used in this project shall conform to the plans, special provisions, traffic control standards and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways". No modification of these requirements will be allowed without prior written approval of the Engineer.

Traffic control devices shall include all temporary traffic control and regulatory signs as described herein, and their supports, barricades with sand bags, plastic drums, channelizing devices, warning lights, arrow boards if necessary, flaggers, or any other device used for regulating, warning or guiding traffic through the construction zone and guiding traffic around the construction.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices as shown on the plans or as directed by the Engineer. The Contractor, when directed by the Engineer, shall remove all traffic control devices which were furnished, installed and maintained by him/her under this contract. Such devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Traffic Control pay items will only be paid for in full if utilized to their full intent. If the Contractor elects to use traffic control procedures less than those specified, even if approved by the Engineer, deductions will be made.

All labor, equipment and materials required to complete this work shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

EROSION CONTROL

Storm Water Pollution Prevention Plan (SWPPP)

The plans include a specific erosion control plan, as required by IEPA, to comply with the National Pollutant Discharge Elimination System (NPDES) requirements.

The Contractor is required to adhere to the requirements of said permit, the details shown on the plans, the Highway Standards, the requirements of this Special Provision, and the directions from the Engineer throughout the project. The Contractor shall not receive additional compensation for compliance with said requirements or any remediation required as determined solely by the Engineer. A Contractor's Certification Statement is included herein and is made part of the Contract. The Contractor shall sign and date the certification sheet after award. The Contractor shall also complete any necessary Erosion Control Forms and submit them throughout the project.

At locations of stockpiles, on-site or off-site, the Contractor is reminded that erosion control measures will be required at no additional cost to the Contract.

The Contractor is reminded that the proposed erosion control measures will require maintenance and cleaning at no additional cost to the Contract.

A copy of the SWPPP is included in the Special Provisions.

No additional compensation beyond that specified will be allowed to the Contractor for complying with requirements of this Special Provision.

CONSTRUCTION LAYOUT (SPECIAL)

The Contractor shall furnish and place construction layout stakes for this project. The Department will provide adequate points along the proposed centerline and control points (traverse stations and benchmarks) as shown in the plans and listed herein. Any additional control points set by the Department will be identified in the field to the Contractor and all field notes will be kept by the Resident Engineer. In the event the Contractor removes, or damages necessary control points established by the Department, the Contractor shall reimburse the Department for re-staking.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls. These include supplementary benchmarks, necessary to secure a correct layout of the work. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. All work shall be performed according to normally accepted self-checking surveying practices. Any inspection or checking of the Contractor's layout by the Department and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the several parts of work.

Responsibility of the Department

- a) The Department will locate the proposed centerline of the shared-use path, but the centerline of entrances will not be located or referenced by the Department. Locating the proposed shared-use path centerline will consist of establishing points such as PCs, PTs, and POTs. Upon award of the project, the Contractor will be provided with the alignment data printouts for their use.
- b) Upon award of the project, control points already established near the project will be discussed with the Contractor, and determination will be made if additional control points will be necessary. These will then be field located by the Department for the Contractor.
- c) Stakes set for a) and b) above will be identified in the field to the Contractor.
- d) The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans.
- e) Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions necessary in the plans. Any additional re-staking required by the Engineer will be the responsibility of the Contractor, however, the additional re-staking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.
- f) The Department will accept responsibility for the accuracy of the initial control points as provided herein.
- g) It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes. Any errors apparent will be immediately called to the Contractor's attention and (s)he shall make the necessary correction before the stakes are used for construction purposes.

- h) Where the plan quantities for excavation are to be used as the final pay quantities, the Department will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections.

Responsibility of the Contractor

- a) The Contractor shall establish from the given control points all other control points necessary to construct the individual project elements. (S)he shall provide the Engineer adequate control near each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work. It is the Contractor's responsibility to tie in the centerline control points in order to preserve them during construction operations.
- b) At the completion of the grading operations, the Contractor shall set stakes at 50-foot station intervals along each profile grade line. These stakes will be used for checks to determine if the earthwork operations have been completed in conformance with the plan cross sections.
- c) Stakes for line and grade of pavement and/or shoulders shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to plan line and grade.

All labor, equipment, and materials required to complete this work shall be paid for at the contract unit price per LUMP SUM for CONSTRUCTION LAYOUT (SPECIAL).

PIPE CULVERT REMOVAL

This work shall be in accordance with Section 501 of the Standard Specifications, the plans, and as modified by this Special Provision.

The existing pipe culverts to be removed are not equivalent in diameter. The Contractor shall be paid on the amount of pipe culvert removed regardless of the diameter or material.

Measurement for payment shall be per Article 501.06.

All labor, equipment and materials required to complete this work shall be included in the contract unit price per FOOT for PIPE CULVERT REMOVAL.

REMOVE AND RE-ERECT EXISTING SIGN

This work shall be in accordance with Section 724 of the Standard Specifications, the Highway Standards, the plans, and as modified by this Special Provision.

The Contractor shall completely remove the sign panel assemblies at the intersection of Bulldog Boulevard and South Market Street. The signs shall remain in the Contractor's possession and shall immediately be re-erected at their proposed locations as they regulate the traffic at the intersection of Bulldog Boulevard and South Market Street.

The void left due to the removal of the existing sign shall be backfilled with the material allowed for TRENCH BACKFILL.

Measurement for payment shall be per each for the complete removal, storage and re-erection of the sign assembly. The removal includes, but is not limited to, the sign panel, mounting hardware, post and any concrete used as a foundation or backfill for the post. Backfill of the void shall not be paid for separately. Re-

erection includes, but is not limited to, installation of the existing sign with new mounting hardware on a new post.

All labor, equipment, and materials required to complete this work shall be paid for at the contract unit price per EACH for REMOVE AND RE-ERECT EXISTING SIGN.

REMOVE EXISTING FLARED END SECTION

This work shall be in accordance with Section 501 of the Standard Specifications, the plans, and modified by this Special Provision.

The Contractor shall completely remove and dispose of the existing flared end sections at the locations given in the plans. All materials associated with the flared end section shall be removed, including toe walls, etc. if present.

All labor, equipment, and materials required to complete this work shall be included in the contract unit price per EACH for REMOVE EXISTING FLARED END SECTION.

REMOVE EXISTING RIPRAP

This work shall be in accordance with Section 202 of the Standard Specifications, the plans, and modified by this Special Provision.

The Contractor shall completely remove and dispose of the existing riprap at the locations given in the plans.

All labor, equipment, and materials required to complete this work shall be included in the contract unit price per SQ YD for REMOVE EXISTING RIPRAP.

TRENCH BACKFILL

This work shall be in accordance with Section 208 and Article 550.07 of the Standard Specifications, the Highway Standards, the plans, and as modified by this Special Provision.

References to "Fine Aggregate" in Section 208 shall be removed. Coarse aggregate of the type described in Article 1004.05 (a) may be utilized. Article 1004.05 (b) requirements shall apply. Article 1004.05 (c) shall be revised such that only gradations CA 6 shall be utilized.

Frozen backfill material shall not be placed in any excavation, and no backfill shall be placed over any ponding or frozen water.

All backfill material shall be compacted by Method 1 of Article 550.07 in lifts no greater than six (6) inches by mechanical means (i.e. manually-pushed vibratory compactor) to a minimum of 95 percent of standard lab density. The aggregate used as Trench Backfill shall extend to the bottom of the proposed aggregate base course or proposed aggregate surface course.

Measurement for payment shall be per Article 208.03.

All labor, equipment and materials required to complete this work shall be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL.

BEDDING AND HAUNCHING FOR DRAINAGE RELATED ITEMS

This work shall be in accordance with Section 208, Article 550.04, and Article 550.07 of the Standard Specifications, the Highway Standards, the plans, and as modified by this Special Provision.

All materials for bedding and haunching shall be of the same type described in TRENCH BACKFILL.

All trenches shall have bedding and haunching. All bedding shall be placed in no greater than six (6) inch lifts. No bedding shall be placed over any standing or frozen water.

All labor, equipment, and materials required for this work shall not be paid for separately but shall be included in the unit price for STORM SEWERS of the class, type and diameter specified.

PORTLAND CEMENT CONCRETE SIDEWALK, 5"

This work shall be in accordance with Section 424 of the Standard Specifications, the Highway Standards, the plans, and as modified by this Special Provision.

Tooled or sawn traverse joints shall be at 5' centers. If sawn joints are elected, the joints shall be filled with polysulfide or polyurethane joint sealant as required by Section 606 of the Standard Specifications.

All labor, equipment, and material required for this work shall be paid for at the contract unit price per SQ FT for PORTLAND CEMENT CONCRETE SIDEWALK, 5".

PIPE CULVERTS, CLASS D, TYPE 2, 15"

This work shall be in accordance with Section 542 of the Standard Specifications, the Highway Standards, the plans, and as modified by this Special Provision.

The Contractor shall provide a connecting band to connect the proposed pipe culvert to the existing culvert and all necessary materials to complete the installation of this material at no additional cost.

All labor, equipment, and material required for this work shall be paid for at the contract unit price per FOOT for PIPE CULVERTS, CLASS D, TYPE 2, 15".

FINAL SHAPING

The Contractor shall grade all disturbed areas to drain, as directed by the Engineer. All earth surfaces shall be left free of debris, such as clods, roots, aggregate of any size, concrete, bricks or any other material other than soil and be suitable to accept seeding. Final shaping will not be paid for separately but shall be included in the unit price per CUBIC YARD for TOPSOIL EXCAVATION AND PLACEMENT.

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

This work shall be done in accordance with Check Sheets No. 1, 3 and 5 of the IDOT Supplemental Specifications and Recurring Special Provisions and the "Weekly DBE Trucking Reports (BDE)" Special Provision, except as here-in modified.

PAYROLL AND STATEMENT OF COMPLIANCE:

Certified payroll, (FORM SBE 48 OR AN APPROVED FACSIMILE) and the Statement of Compliance, (FORM SBE 348) shall be submitted by two methods:

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.
2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 48 and SBE 348 forms shall be submitted weekly and will be considered late if received after midnight seven (7) business days after the payroll ending date.

WEEKLY DBE TRUCKING REPORT:

The Weekly DBE Trucking Report, (FORM SBE 723) shall be submitted electronically. Scan the form to a PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 723 forms shall be submitted weekly and will be considered late if received after midnight ten (10) business days following the reporting period.

MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

The Monthly Labor Summary Report (MLSR) shall be submitted by one of two methods:

1. For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form D8 PI0148. Submit the ORIGINAL report by mail to the Regional Engineer for District Eight. Contractors also have the option of using the method #2 outlined below.
2. For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". This file shall be submitted by e-mail using specific file formatting criteria provided by the District EEO Officer. Contractors must submit a sample text file to District 8 for review at least fourteen (14) days prior to the start of construction.

The Monthly Contract Activity Report (MCAR) may be typed or clearly handwritten using Form D8 PI0149.

The Monthly Labor Summary Report and the Monthly Contract Activity Report shall be submitted concurrently. If the method of transmittal is method #1 above then both the MLSR and the MCAR shall be mailed together in the same envelope. If the method of transmittal is method #2 above then the MCAR shall be scanned to a .pdf file and attached to the email containing the MLSR .txt file.

The MLSR and MCAR must be submitted for each consecutive month, for the duration of the project, and will be considered late if received after midnight ten (10) calendar days following the reporting period.

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

The ORIGINAL and one copy of the Request for Approval of Subcontractor (FORM BC 260A) shall be submitted to the District at the IDOT Preconstruction Conference.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

The ORIGINAL and one copy of the Substance Abuse Prevention Program Certification (FORM BC 261) shall be submitted to the District at the IDOT Preconstruction Conference.

The Contractor is required to follow submittal procedures as provided by the EEO Officer at the preconstruction conference and to follow all revisions to those procedures as issued thereafter.

If a report is rejected, it is the contractor's responsibility to make required adjustments and/or corrections and resubmit the report. Reports not submitted and accepted within the established timeframes will be considered late.

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is **REQUIRED**. **Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.**

This Special Provision must be included in each subcontract agreement.

ALL HARD COPY FORMS TO BE SUBMITTED TO:

Region 5 Engineer
Illinois Department of Transportation
ATTN: EEO/LABOR OFFICE
1102 Eastport Plaza Drive
Collinsville, IL 62234-6198

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

City of Waterloo

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




Storm Water Pollution Prevention Plan



| | | |
|-----------------------------|-------------------------------------|----------------------------------|
| Route FAU 9321 | Marked Route South Market Street | Section Number 17-00045-02-BT |
| Project Number WQI5(116) | County Monroe | Contract Number 97719 |

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.

| | |
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| Signature  | Date 1/9/2020 |
|--|------------------|

| | | |
|----------------------------|----------------|----------------------------|
| Print Name Thomas Smith | Title Mayor | Agency City of Waterloo |
|----------------------------|----------------|----------------------------|

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

I. Site Description:

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

The proposed project is located along South Market Street in the City of Waterloo, IL from IL Route 3 (southernmost termini @ 38° 18'48.52"N, 90°8'46.66"W) to Bulldog Boulevard (northernmost termini @ 38° 19'7.07"N, 90°8'44.56"W). The project's township, range, and section is located in the following: T2S R9W S31 and T2S R10W S36.

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

The proposed project is located along South Market Street and will include construction of a shared-use path from IL Route 3 north to Bulldog Boulevard. The shared-use path will be portland cement concrete with earth shoulders. There will also be storm sewer work, grading for drainage, curb and gutter replacement, and pavement markings at the intersection of South Market Street and Bulldog Boulevard. Permanent erosion control measures will include: permanent seeding and placement of riprap once construction activities allow for placement. Temporary erosion control measures will include: erosion control blanket, perimeter erosion barrier, ditch checks, and storm drain inlet protection. The removal of these temporary erosion measures will take place once vegetation has been established.

C. Provide the estimated duration of this project:

The estimated duration of the project is 2 months.

D. The total area of the construction site is estimated to be 2 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 2 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:

0.30

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

The USDA's Web Soil Survey (<https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>) was used to determine the soils within the project limits.

79B - Menfro silt loam, 2 to 5 percent slopes

491C2 - Ruma silt loam, 5 to 10 percent slopes, eroded

Based on the information obtained from the USDA's Web Soil Survey, the soils listed above present a severe risk of erosion. A severe risk indicates that erosion is very likely and that erosion-control measures are advised.

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

See attached U.S. Fish and Wildlife Service National Wetlands Inventory map.

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

Potentially erosive areas within the project limits include all disturbed areas until vegetation has been established or riprap and ditch checks have been placed. Toe of slopes, roadside ditches, and storm sewer outfalls also present a higher risk of erosion due to concentrated flows.

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

Soil disturbing activities include excavation for the proposed shared-use path, ditch grading, storm sewer installation and embankment construction.

Embankment slopes range from 1V:100H to 1V:3H. Longitudinal slopes of the proposed shared-use path and ditches do not exceed 4.5%.

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

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

The City of Waterloo will own/maintain the storm sewer system. The storm water will ultimately discharge into the ditches along South Market Street and IL Route 3 which is owned/maintained by the State of Illinois.

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:

The site runoff is conveyed through sheet flow, open ditches, and storm sewer to the ditches along South Market Street which ultimately discharges into an unnamed tributary to Fountain Creek.

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

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

There are no areas within the proposed construction limits that are required to 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.

None

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

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

II. Controls:

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

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

Upon completion of construction, permanent seeding and erosion control blanket will be applied to re-establish vegetation throughout the project limits.

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

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

Perimeter erosion barrier will be installed prior to earth disturbing activities to minimize the amount of sediment leaving/entering the construction site. Temporary ditch checks will be installed upon completion of the grading of proposed ditches. Storm drain inlet protection will be installed at the entrances to the storm sewer system to minimize the amount of sediment entering the proposed storm sewer system.

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

The above described structural practices will remain in place until adequate permanent vegetation has been established. Riprap will be placed at the outfalls of the storm sewer system to minimize erosion by dissipating the energy contained in the discharges.

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:

No additional storm water controls are warranted on this project. All storm water runoff will be directed to permanent vegetated ditches and swales.

- 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:

Nothing beyond above.

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

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

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

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

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

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing

- compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

III. Maintenance:

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

During construction the Contractor shall:

1. Inspect all exits from the construction site daily to control off-site vehicle tracking. If sediment is observed, the Contractor shall clean the existing roads and maintain entrances.
2. Inspect control measures once a week and following any storm event greater than 0.5" during the construction period.
3. Maintain erosion control measures in good working order or repair/replace if specified by the Resident Engineer. If a repair/replacement is necessary, initiate within 24 hours of report.
4. Remove and dispose of sediment retained by the temporary ditch checks and storm sewer drain protection.
5. Remove and dispose of sediment from silt fence when it has reached one-third of the height of the fence.
6. Inspect silt fence for: depth of sediment, tears, secure attachment to posts, and that posts are firmly in the ground.
7. Inspect permanent seeding for bare spots, washouts, and healthy growth.
8. The Contractor will select as many as three individuals who will be responsible for inspections, maintenance, repair activities, and filling out the inspection/maintenance report.

IV. Inspections:

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

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

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

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

V. Failure to Comply:

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



Contractor Certification Statement



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

| | | |
|------------------------------|-------------------------------------|----------------------------------|
| Route FAU 9321 | Marked Route South Market Street | Section Number 17-00045-02-BT |
| Project Number WQ15 (116) | County Monroe | Contract Number 97719 |

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

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

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

- Contractor
- Sub-Contractor

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

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



**Storm Water Pollution Prevention Plan
Erosion Control Inspection Report**

Date of Inspection: _____ County: Monroe

Name of Inspector: _____ Section: 17-00045-02-BT

Type of Inspection: Weekly Route: FAU 9321

>0.5" Precip. Precip. Amt: _____ " District: 8

Contractor: _____ Contract No: 97719

Subs: _____ Job No. C-98-005-19

Project: WQ15 (116)

NPDES/ESC Deficiency Deduction: \$ _____ NPDES Permit No: _____

Total Disturbed Area: _____ acre Ready for Final Cover: _____ acre

Final Cover Established: _____ acre

Erosion and Sediment Control Practices

| Item # / BMP | | YES | NO | N/A |
|--------------|---|--|--|--|
| 1. | Slopes: Do all slopes and exposed areas where soil disturbing activities have temporarily or permanently ceased, and not permanently stabilized, have adequate temporary seed or other stabilization in accordance with the NPDES permitted 7 and 14 day rule? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Ditches Are all ditches (existing and temporary) clear of sediment and/or debris? Do all ditches have adequate stabilization and structural practices in place? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 3. | Perimeter Erosion Barrier: Are all perimeter erosion barriers in good working order? Has perimeter barrier no longer needed been removed and the area stabilized? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 4. | Temporary Ditch Checks: Are all temporary ditch checks in good working order? Are the current ditch checks adequate to control erosion? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 5. | Temp Diversions/ Slope Drains: Are all Temporary Diversions and Slope Drains functioning properly? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Inlet Protection: Are ALL inlet protection devices in good working order? Are ALL inlet filters less than 25% full and fabric unobstructed? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 7. | Sediment Basins/Traps: Are ALL sediment basins/traps in good working order? Does sufficient capacity exist for the design stormwater event? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 8. | Areas of Interest – Wetland/Prairie/Tree Preservation: Has the contractor remained clear of all designated “no entry” areas? Are all “no intrusion” areas adequately marked to prevent accidental entry? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| 9. | Stock Piles: Are all stockpiles properly situated and maintained to prevent runoff and protected to minimize discharge of materials or residue in case of erosion? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Borrow/Waste Sites: Are all borrow and waste locations, including those located offsite, in compliance with NPDES requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. | Other Installations: Are all other BMP installations shown in the plans properly functioning? (note in comments) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

General Site Maintenance Required of the Permit

| | | | | |
|-----|--|--------------------------|--------------------------|--------------------------|
| 12. | Vehicle Tracking: Is the site free from mud, sediment and debris from the vehicles entering/leaving off road areas throughout the site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Are Stabilized Construction field entrances properly located? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Are Stabilized Construction field entrances in good working condition? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Item # / BMP | | YES | NO | N/A |
|-------------------------------------|--|--------------------------|--------------------------|--------------------------|
| 13. Concrete Washout Areas: | Are concrete washout areas adequately signed and maintained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Has all washout occurred only at designated washout locations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Staging/Storage Areas: | Are all staging/storage facilities free of litter, leaking containers, leaking equipment, spills, etc? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Fuel/Chemical Storage: | Are all fuels and chemicals stored only in designated locations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Are all designated locations free of evidence of leaks and or spills? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Previous Inspection Follow Up: | Have all corrections from the last report been properly completed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | If not, has a NPDES/ESC Deficiency Deduction been assessed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Update SWPPP: | Have all changes to the projects SWPPP been noted on the graphic site plan, signed and dated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Off-site Discharge of Sediment: | Has sediment or other pollutants of concern been released from the project site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | If Yes, has the Illinois Environmental Protection Agency been notified within 24 hours of your observation of the discharge and an Incidence of Non-Compliance (ION) mailed within 5 days? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Specific Instructions Related to "No" Answers From Above:

| Item # | Station or Station to Station | Practice | Comments/Actions Required | Time for Repair |
|--------|-------------------------------|----------|---------------------------|-----------------|
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Other Comments:

Additional Pages (Attached As Needed)

- Outfalls / Receiving Waters
 - Drainage Structure/Ditch Check Locations
 - Additional Instructions to Contractor
- Other: _____

If the answer to any of Items 1-16 above is "No", the contractor is hereby ordered to correct the deficiency. Repairs and stabilization are to be completed within 24 hours of this report (or as indicated above) or the DAILY NPDES/ESC Deficiency Deduction will be assessed for each noted deficiency until the required action is completed.

Inspector's Signature _____ Date/Time: _____

Contractor's Signature _____ Date/Time: _____

Original: Project File
cc: Contractor



U.S. Fish and Wildlife Service

National Wetlands Inventory

S. Market Street Shared-Use Path



U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov

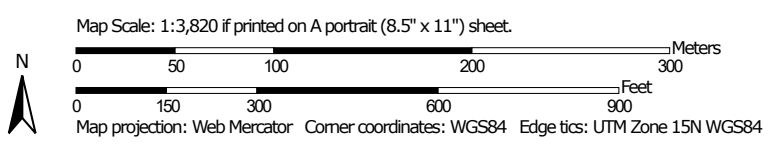
June 5, 2018

Wetlands

-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Other
-  Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Erosion Hazard (Off-Road, Off-Trail)—Monroe County, Illinois



MAP LEGEND

- Area of Interest (AOI)**
 - Area of Interest (AOI)
- Soils**
- Soil Rating Polygons**
 - Very severe
 - Severe
 - Moderate
 - Slight
 - Not rated or not available
- Soil Rating Lines**
 - Very severe
 - Severe
 - Moderate
 - Slight
 - Not rated or not available
- Soil Rating Points**
 - Very severe
 - Severe
 - Moderate
 - Slight
 - Not rated or not available
- Water Features**
 - Streams and Canals
- Transportation**
 - Rails
 - Interstate Highways
- Background**
 - Aerial Photography
- US Routes**
 - Major Roads
 - Local Roads

MAP INFORMATION

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

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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

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

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

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

Soil Survey Area: Monroe County, Illinois
 Survey Area Data: Version 12, Sep 16, 2019

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

Date(s) aerial images were photographed: Apr 17, 2014—Mar 11, 2017

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

Erosion Hazard (Off-Road, Off-Trail)

| Map unit symbol | Map unit name | Rating | Component name (percent) | Rating reasons (numeric values) | Acres in AOI | Percent of AOI |
|------------------------------------|--|--------|--------------------------|---|--------------|----------------|
| 79B | Menfro silt loam, 2 to 5 percent slopes | Severe | Menfro (100%) | Surface kw times slope times R index (0.76) | 4.2 | 80.3% |
| 491C2 | Ruma silt loam, 5 to 10 percent slopes, eroded | Severe | Ruma, eroded (90%) | Surface kw times slope times R index (0.90) | 1.0 | 19.7% |
| Totals for Area of Interest | | | | | 5.2 | 100.0% |

| Rating | Acres in AOI | Percent of AOI |
|------------------------------------|--------------|----------------|
| Severe | 5.2 | 100.0% |
| Totals for Area of Interest | 5.2 | 100.0% |

Description

The ratings in this interpretation indicate the hazard of soil loss from off-road and off-trail areas after disturbance activities that expose the soil surface. The ratings are based on slope, soil erosion factor K, and an index of rainfall erosivity (R). The soil loss is caused by sheet or rill erosion in off-road or off-trail areas where 50 to 75 percent of the surface has been exposed by logging, grazing, mining, or other kinds of disturbance.

The ratings are both verbal and numerical. The hazard is described as "slight," "moderate," "severe," or "very severe." A rating of "slight" indicates that erosion is unlikely under ordinary climatic conditions; "moderate" indicates that some erosion is likely and that erosion-control measures may be needed; "severe" indicates that erosion is very likely and that erosion-control measures, including revegetation of bare areas, are advised; and "very severe" indicates that significant erosion is expected, loss of soil productivity and off-site damage are likely, and erosion-control measures are costly and generally impractical.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the specified aspect of forestland management (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

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

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

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

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

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

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

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

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

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

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

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

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

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

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

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

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

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

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

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

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

| Effective Dates | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| June 1, 2010 ^{1/} | 600-749 | 2002 |
| | 750 and up | 2006 |
| June 1, 2011 ^{2/} | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |
| June 1, 2012 ^{2/} | 50-99 | 2004 |
| | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices 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. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

CORRUGATED PLASTIC PIPE (CULVERT AND STORM SEWER) (BDE)

Effective: January 1, 2021

Revise Tables IIIA and IIIB of Article 542.03 and the storm sewers tables of Article 550.03 of the Standard Specifications to read:

(SEE TABLES ON NEXT 10 PAGES)

"PIPE CULVERTS
 TABLE IIIA: PLASTIC PIPE PERMITTED
 FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

| Nominal Diameter (in.) | Type 1 | | | | | Type 2 | | | | | Type 3 | | | | | Type 4 | | | | |
|------------------------|---------------------------------------|------|----|-----|-----|---|------|----|-----|-----|--|------|----|-----|-----|--|------|----|-----|-----|
| | Fill Height: 3' and less, with 1' min | | | | | Fill Height: Greater than 3', not exceeding 10' | | | | | Fill Height: Greater than 10', not exceeding 15' | | | | | Fill Height: Greater than 15', not exceeding 20' | | | | |
| | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | CPE | CPP |
| 10 | X | QPL | X | QPL | NA | X | QPL | X | QPL | NA | X | QPL | X | QPL | NA | X | QPL | X | QPL | NA |
| 12 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL |
| 15 | X | QPL | NA | QPL | QPL | X | QPL | NA | QPL | QPL | X | QPL | NA | QPL | QPL | X | QPL | NA | QPL | QPL |
| 18 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL |
| 21 | X | QPL | NA | QPL | NA | X | QPL | NA | QPL | NA | X | QPL | NA | QPL | NA | X | QPL | NA | NA | NA |
| 24 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | NA | QPL |
| 27 | X | NA | NA | NA | NA | X | NA | NA | NA | NA | X | NA | NA | NA | NA | X | NA | NA | NA | NA |
| 30 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | NA | QPL |
| 36 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | NA | QPL |
| 42 | X | NA | X | QPL | QPL | X | NA | X | QPL | QPL | X | NA | X | NA | QPL | X | NA | X | NA | NA |
| 48 | X | NA | X | QPL | QPL | X | NA | X | QPL | QPL | X | NA | X | NA | QPL | X | NA | X | NA | NA |
| 54 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 60 | NA | NA | NA | QPL | QPL | NA | NA | NA | QPL | QPL | NA | NA | NA | NA | QPL | NA | NA | NA | NA | NA |

- Notes:
- PVC Polyvinyl Chloride Pipe
 - CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
 - PE Polyethylene Pipe
 - CPE Corrugated Polyethylene Pipe with a Smooth Interior
 - CPP Corrugated Polypropylene Pipe with a Smooth Interior
 - X Permitted
 - QPL Permitted for the producers approved for that diameter in the Department's qualified product list
 - NA Not Acceptable

| PIPE CULVERTS (metric) | | | | | | | | | | | | | | | | | | | | |
|--|--|------|----|-----|-----|--|------|----|-----|-----|--|------|----|-----|-----|--|------|----|-----|-----|
| TABLE IIIA: PLASTIC PIPE PERMITTED | | | | | | | | | | | | | | | | | | | | |
| FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | | | | | |
| Nominal Diameter (mm) | Type 1 | | | | | Type 2 | | | | | Type 3 | | | | | Type 4 | | | | |
| | Fill Height: 1 m and less, with 0.3 m min. cover | | | | | Fill Height: Greater than 1 m, not exceeding 3 m | | | | | Fill Height: Greater than 3 m, not exceeding 4.5 m | | | | | Fill Height: Greater than 4.5 m, not exceeding 6 m | | | | |
| | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | CPE | CPP |
| 250 | X | QPL | X | QPL | NA | X | QPL | X | QPL | NA | X | QPL | X | QPL | NA | X | QPL | X | QPL | NA |
| 300 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL |
| 375 | X | QPL | NA | QPL | QPL | X | QPL | NA | QPL | QPL | X | QPL | NA | QPL | QPL | X | QPL | NA | QPL | QPL |
| 450 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL |
| 525 | X | QPL | NA | QPL | NA | X | QPL | NA | QPL | NA | X | QPL | NA | QPL | NA | X | QPL | NA | NA | NA |
| 600 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | NA | QPL |
| 675 | X | NA | NA | NA | NA | X | NA | NA | NA | NA | X | NA | NA | NA | NA | X | NA | NA | NA | NA |
| 750 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | NA | QPL |
| 900 | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | QPL | QPL | X | QPL | X | NA | QPL |
| 1050 | X | NA | X | QPL | QPL | X | NA | X | QPL | QPL | X | NA | X | NA | QPL | X | NA | X | NA | NA |
| 1200 | X | NA | X | QPL | QPL | X | NA | X | QPL | QPL | X | NA | X | NA | QPL | X | NA | X | NA | NA |
| 1350 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 1500 | NA | NA | NA | QPL | QPL | NA | NA | NA | QPL | QPL | NA | NA | NA | NA | QPL | NA | NA | NA | NA | NA |

- Notes:
- PVC Polyvinyl Chloride Pipe
 - CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
 - PE Polyethylene Pipe
 - CPE Corrugated Polyethylene Pipe with a Smooth Interior
 - CPP Corrugated Polypropylene Pipe with a Smooth Interior
 - X Permitted
 - QPL Permitted for the producers approved for that diameter in the Department's qualified product list
 - NA Not Acceptable

PIPE CULVERTS
 TABLE IIIB: PLASTIC PIPE PERMITTED
 FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

| Nominal Diameter (in.) | Type 5 | | | | | Type 6 | | | Type 7 | | |
|------------------------|--|------|----|-----|-----|--|------|----|--|------|----|
| | Fill Height: Greater than 20', not exceeding 25' | | | | | Fill Height: Greater than 25', not exceeding 30' | | | Fill Height: Greater than 30', not exceeding 35' | | |
| | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | PVC | CPVC | PE |
| 10 | X | QPL | X | QPL | NA | X | QPL | X | X | QPL | X |
| 12 | X | QPL | X | QPL | QPL | X | QPL | X | X | QPL | X |
| 15 | X | QPL | NA | NA | QPL | X | QPL | NA | X | QPL | NA |
| 18 | X | QPL | X | NA | NA | X | QPL | X | X | QPL | X |
| 21 | X | QPL | NA | NA | NA | X | QPL | NA | X | QPL | NA |
| 24 | X | QPL | X | NA | NA | X | QPL | X | X | QPL | X |
| 27 | X | NA | NA | NA | NA | X | NA | NA | X | NA | NA |
| 30 | X | QPL | X | NA | QPL | X | QPL | X | X | QPL | X |
| 36 | X | QPL | X | NA | NA | X | QPL | X | X | QPL | X |
| 42 | X | NA | X | NA | NA | X | NA | X | X | NA | X |
| 48 | X | NA | X | NA | NA | X | NA | X | X | NA | X |
| 54 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 60 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |

- Notes:
- PVC Polyvinyl Chloride Pipe
 - CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
 - CPP Corrugated Polypropylene Pipe with a Smooth Interior
 - X Permitted
 - QPL Permitted for the producers approved for that diameter in the Department's qualified product list
 - NA Not Acceptable

PIPE CULVERTS (metric)
 TABLE IIIB: PLASTIC PIPE PERMITTED
 FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

| Nominal Diameter (mm) | Type 5 | | | | | Type 6 | | | Type 7 | | |
|-----------------------|--|------|----|-----|-----|--|------|----|---|------|----|
| | Fill Height: Greater than 6 m, not exceeding 7.5 m | | | | | Fill Height: Greater than 7.5 m, not exceeding 9 m | | | Fill Height: Greater than 9 m, not exceeding 10.5 m | | |
| | PVC | CPVC | PE | CPE | CPP | PVC | CPVC | PE | PVC | CPVC | PE |
| 250 | X | QPL | X | QPL | NA | X | QPL | X | X | QPL | X |
| 300 | X | QPL | X | QPL | QPL | X | QPL | X | X | QPL | X |
| 375 | X | QPL | NA | NA | QPL | X | QPL | NA | X | QPL | NA |
| 450 | X | QPL | X | NA | NA | X | QPL | X | X | QPL | X |
| 525 | X | QPL | NA | NA | NA | X | QPL | NA | X | QPL | NA |
| 600 | X | QPL | X | NA | NA | X | QPL | X | X | QPL | X |
| 675 | X | NA | NA | NA | NA | X | NA | NA | X | NA | NA |
| 750 | X | QPL | X | NA | QPL | X | QPL | X | X | QPL | X |
| 900 | X | QPL | X | NA | NA | X | QPL | X | X | QPL | X |
| 1000 | X | NA | X | NA | NA | X | NA | X | X | NA | X |
| 1200 | X | NA | X | NA | NA | X | NA | X | X | NA | X |
| 1350 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 1500 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |

- Notes:
- PVC Polyvinyl Chloride Pipe
 - CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
 - CPP Corrugated Polypropylene Pipe with a Smooth Interior
 - X Permitted
 - QPL Permitted for the producers approved for that diameter in the Department's qualified product list
 - NA Not Acceptable

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
|--|---|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|-----|
| Nominal Diameter in. | Type 1 | | | | | | | | Type 2 | | | | | | | |
| | Fill Height: 3' and less, with 1' min. | | | | | | | | Fill Height: Greater than 3', not exceeding 10' | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 10 | NA | 3 | X | X | QPL | X | QPL | NA | NA | 1 | *X | X | QPL | X | QPL | NA |
| 12 | IV | NA | X | X | QPL | X | QPL | QPL | II | 1 | *X | X | QPL | X | QPL | QPL |
| 15 | IV | NA | NA | X | QPL | NA | QPL | QPL | II | 1 | *X | X | QPL | NA | QPL | QPL |
| 18 | IV | NA | NA | X | QPL | X | QPL | QPL | II | 2 | X | X | QPL | X | QPL | QPL |
| 21 | III | NA | NA | X | QPL | NA | QPL | NA | II | 2 | X | X | QPL | NA | QPL | NA |
| 24 | III | NA | NA | X | QPL | X | QPL | QPL | II | 2 | X | X | QPL | X | QPL | QPL |
| 27 | III | NA | NA | X | NA | NA | NA | NA | II | 3 | X | X | NA | NA | NA | NA |
| 30 | IV | NA | NA | X | QPL | X | QPL | QPL | II | 3 | X | X | QPL | X | QPL | QPL |
| 33 | III | NA | NA | NA | NA | NA | NA | NA | II | NA | X | NA | NA | NA | NA | NA |
| 36 | III | NA | NA | X | QPL | X | QPL | QPL | II | NA | X | X | QPL | X | QPL | QPL |
| 42 | II | NA | X | X | NA | X | QPL | QPL | II | NA | X | X | NA | X | QPL | QPL |
| 48 | II | NA | X | X | NA | X | QPL | QPL | II | NA | X | X | NA | X | QPL | QPL |
| 54 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 60 | II | NA | NA | NA | NA | NA | QPL | QPL | II | NA | NA | NA | NA | NA | QPL | QPL |
| 66 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 72 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 78 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 84 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 90 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 96 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 102 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 108 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)
- ESCP Extra Strength Clay Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
- PE Polyethylene Pipe
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene Pipe with a Smooth Interior
- X Permitted
- QPL Permitted for the producers approved for that diameter in the Department's qualified product list
- NA Not Acceptable
- * May also use Standard Strength Clay Pipe

| STORM SEWERS (metric) | | | | | | | | | | | | | | | | |
|--|---|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|-----|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED | | | | | | | | | | | | | | | | |
| FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
| Nominal Diameter mm | Type 1 | | | | | | | | Type 2 | | | | | | | |
| | Fill Height: 1 m and less, with 300 mm min, | | | | | | | | Fill Height: Greater than 1 m, not exceeding 3 m | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 250 | NA | 3 | X | X | QPL | X | QPL | NA | NA | 1 | *X | X | QPL | X | QPL | NA |
| 300 | IV | NA | X | X | QPL | X | QPL | QPL | II | 1 | *X | X | QPL | X | QPL | QPL |
| 375 | IV | NA | NA | X | QPL | NA | QPL | QPL | II | 1 | *X | X | QPL | NA | QPL | QPL |
| 450 | IV | NA | NA | X | QPL | X | QPL | QPL | II | 2 | X | X | QPL | X | QPL | QPL |
| 525 | III | NA | NA | X | QPL | NA | QPL | NA | II | 2 | X | X | QPL | NA | QPL | NA |
| 600 | III | NA | NA | X | QPL | X | QPL | QPL | II | 2 | X | X | QPL | X | QPL | QPL |
| 675 | III | NA | NA | X | NA | NA | NA | NA | II | 3 | X | X | NA | NA | NA | NA |
| 750 | IV | NA | NA | X | QPL | X | QPL | QPL | II | 3 | X | X | QPL | X | QPL | QPL |
| 825 | III | NA | NA | NA | NA | NA | NA | NA | II | NA | X | NA | NA | NA | NA | NA |
| 900 | III | NA | NA | X | QPL | X | QPL | QPL | II | NA | X | X | QPL | X | QPL | QPL |
| 1050 | II | NA | X | X | NA | X | QPL | QPL | II | NA | X | X | NA | X | QPL | QPL |
| 1200 | II | NA | X | X | NA | X | QPL | QPL | II | NA | X | X | NA | X | QPL | QPL |
| 1350 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 1500 | II | NA | NA | NA | NA | NA | QPL | QPL | II | NA | NA | NA | NA | NA | QPL | QPL |
| 1650 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 1800 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 1950 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 2100 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 2250 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 2400 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 2550 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 2700 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)
- ESCP Extra Strength Clay Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
- PE Polyethylene Pipe
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene Pipe with a Smooth Interior
- X Permitted
- QPL Permitted for the producers approved for that diameter in the Department's qualified product list
- NA Not Acceptable
- * May also use Standard Strength Clay Pipe

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
|--|--|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|-----|
| Nominal Diameter in. | Type 3 | | | | | | | | Type 4 | | | | | | | |
| | Fill Height: Greater than 10' not exceeding 15' | | | | | | | | Fill Height: Greater than 15' not exceeding 20' | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 10 | NA | 2 | X | X | QPL | X | QPL | NA | NA | 3 | X | X | QPL | X | QPL | NA |
| 12 | III | 2 | X | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | QPL | QPL |
| 15 | III | 3 | X | X | QPL | NA | QPL | QPL | IV | NA | NA | X | QPL | NA | QPL | QPL |
| 18 | III | NA | X | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | QPL | QPL |
| 21 | III | NA | NA | X | QPL | NA | QPL | NA | IV | NA | NA | X | QPL | NA | NA | NA |
| 24 | III | NA | NA | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | NA | QPL |
| 27 | III | NA | NA | X | NA | NA | NA | NA | IV | NA | NA | X | NA | NA | NA | NA |
| 30 | III | NA | NA | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | NA | QPL |
| 33 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 36 | III | NA | NA | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | NA | QPL |
| 42 | III | NA | NA | X | NA | X | NA | QPL | IV | NA | NA | X | NA | X | NA | NA |
| 48 | III | NA | NA | X | NA | X | NA | QPL | IV | NA | NA | X | NA | X | NA | NA |
| 54 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 60 | III | NA | NA | NA | NA | NA | NA | QPL | IV | NA | NA | NA | NA | NA | NA | NA |
| 66 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 72 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 78 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 84 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 90 | III | NA | NA | NA | NA | NA | NA | NA | 1680 | NA | NA | NA | NA | NA | NA | NA |
| 96 | III | NA | NA | NA | NA | NA | NA | NA | 1690 | NA | NA | NA | NA | NA | NA | NA |
| 102 | III | NA | NA | NA | NA | NA | NA | NA | 1700 | NA | NA | NA | NA | NA | NA | NA |
| 108 | 1360 | NA | NA | NA | NA | NA | NA | NA | 1710 | NA | NA | NA | NA | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.)

CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)

ESCP Extra Strength Clay Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

NA Not Acceptable

| STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
|---|---|-----|------|-----|------|----|-----|-----|---|-----|------|-----|------|----|-----|-----|
| Nominal Diameter mm | Type 3 | | | | | | | | Type 4 | | | | | | | |
| | Fill Height: Greater than 3 m, not exceeding 4.5 m | | | | | | | | Fill Height: Greater than 4.5 m, not exceeding 6 m | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 250 | NA | 2 | X | X | QPL | X | QPL | NA | NA | 3 | X | X | QPL | X | QPL | NA |
| 300 | III | 2 | X | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | QPL | QPL |
| 375 | III | 3 | X | X | QPL | NA | QPL | QPL | IV | NA | NA | X | QPL | NA | QPL | QPL |
| 450 | III | NA | X | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | QPL | QPL |
| 525 | III | NA | NA | X | QPL | NA | QPL | NA | IV | NA | NA | X | QPL | NA | NA | NA |
| 600 | III | NA | NA | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | NA | QPL |
| 675 | III | NA | NA | X | NA | NA | NA | NA | IV | NA | NA | X | NA | NA | NA | NA |
| 750 | III | NA | NA | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | NA | QPL |
| 825 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 900 | III | NA | NA | X | QPL | X | QPL | QPL | IV | NA | NA | X | QPL | X | NA | QPL |
| 1050 | III | NA | NA | X | NA | X | NA | QPL | IV | NA | NA | X | NA | X | NA | NA |
| 1200 | III | NA | NA | X | NA | X | NA | QPL | IV | NA | NA | X | NA | X | NA | NA |
| 1350 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 1500 | III | NA | NA | NA | NA | NA | NA | QPL | IV | NA | NA | NA | NA | NA | NA | NA |
| 1650 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 1800 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 1950 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 2100 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | NA |
| 2250 | III | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | NA |
| 2400 | III | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | NA |
| 2550 | III | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | NA |
| 2700 | 70 | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 25.4 micro-meter crack.)

CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)

ESCP Extra Strength Clay Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

NA Not Acceptable

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | |
|--|---|-----|------|----|-----|-----|---|-----|------|----|---|-----|------|----|
| Nominal Diameter in. | Type 5 | | | | | | Type 6 | | | | Type 7 | | | |
| | Fill Height: Greater than 20', not exceeding 25' | | | | | | Fill Height: Greater than 25', not exceeding 30' | | | | Fill Height: Greater than 30', not exceeding 35' | | | |
| | RCCP | PVC | CPVC | PE | CPE | CPP | RCCP | PVC | CPVC | PE | RCCP | PVC | CPVC | PE |
| 10 | NA | X | QPL | X | QPL | NA | NA | X | QPL | X | NA | X | QPL | X |
| 12 | IV | X | QPL | X | QPL | QPL | V | X | QPL | X | V | X | QPL | X |
| 15 | IV | X | QPL | NA | NA | QPL | V | X | QPL | NA | V | X | QPL | NA |
| 18 | IV | X | QPL | X | NA | NA | V | X | QPL | X | V | X | QPL | X |
| 21 | IV | X | QPL | NA | NA | NA | V | X | QPL | NA | V | X | QPL | NA |
| 24 | IV | X | QPL | X | NA | NA | V | X | QPL | X | V | X | QPL | X |
| 27 | IV | X | NA | NA | NA | NA | V | X | NA | NA | V | X | NA | NA |
| 30 | IV | X | QPL | X | NA | QPL | V | X | QPL | X | V | X | QPL | X |
| 33 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 36 | IV | X | QPL | X | NA | NA | V | X | QPL | X | V | X | QPL | X |
| 42 | IV | X | NA | X | NA | NA | V | X | NA | X | V | X | NA | X |
| 48 | IV | X | NA | X | NA | NA | V | X | NA | X | V | X | NA | X |
| 54 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 60 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 66 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 72 | V | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 78 | 2020 | NA | NA | NA | NA | NA | 2370 | NA | NA | NA | 2730 | NA | NA | NA |
| 84 | 2020 | NA | NA | NA | NA | NA | 2380 | NA | NA | NA | 2740 | NA | NA | NA |
| 90 | 2030 | NA | NA | NA | NA | NA | 2390 | NA | NA | NA | 2750 | NA | NA | NA |
| 96 | 2040 | NA | NA | NA | NA | NA | 2400 | NA | NA | NA | 2750 | NA | NA | NA |
| 102 | 2050 | NA | NA | NA | NA | NA | 2410 | NA | NA | NA | 2760 | NA | NA | NA |
| 108 | 2060 | NA | NA | NA | NA | NA | 2410 | NA | NA | NA | 2770 | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.)

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

NA Not Acceptable

| STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | |
|---|--|-----|------|----|-----|-----|--|-----|------|----|---|-----|------|----|
| Nominal Diameter mm | Type 5 | | | | | | Type 6 | | | | Type 7 | | | |
| | Fill Height: Greater than 6 m, not exceeding 7.5 m | | | | | | Fill Height: Greater than 7.5 m, not exceeding 9 m | | | | Fill Height: Greater than 9 m, not exceeding 10.5 m | | | |
| | RCCP | PVC | CPVC | PE | CPE | CPP | RCCP | PVC | CPVC | PE | RCCP | PVC | CPVC | PE |
| 250 | NA | X | QPL | X | QPL | NA | NA | X | QPL | X | NA | X | QPL | X |
| 300 | IV | X | QPL | X | QPL | QPL | V | X | QPL | X | V | X | QPL | X |
| 375 | IV | X | QPL | NA | NA | QPL | V | X | QPL | NA | V | X | QPL | NA |
| 450 | IV | X | QPL | X | NA | NA | V | X | QPL | X | V | X | QPL | X |
| 525 | IV | X | QPL | NA | NA | NA | V | X | QPL | NA | V | X | QPL | NA |
| 600 | IV | X | QPL | X | NA | NA | V | X | QPL | X | V | X | QPL | X |
| 675 | IV | X | NA | NA | NA | NA | V | X | NA | NA | V | X | NA | NA |
| 750 | IV | X | QPL | X | NA | QPL | V | X | QPL | X | V | X | QPL | X |
| 825 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 900 | IV | X | QPL | X | NA | NA | V | X | QPL | X | V | X | QPL | X |
| 1050 | IV | X | NA | X | NA | NA | V | X | NA | X | V | X | NA | X |
| 1200 | IV | X | NA | X | NA | NA | V | X | NA | X | V | X | NA | X |
| 1350 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 1500 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 1650 | IV | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 1800 | V | NA | NA | NA | NA | NA | V | NA | NA | NA | V | NA | NA | NA |
| 1950 | 100 | NA | NA | NA | NA | NA | 110 | NA | NA | NA | 130 | NA | NA | NA |
| 2100 | 100 | NA | NA | NA | NA | NA | 110 | NA | NA | NA | 130 | NA | NA | NA |
| 2250 | 100 | NA | NA | NA | NA | NA | 110 | NA | NA | NA | 130 | NA | NA | NA |
| 2400 | 100 | NA | NA | NA | NA | NA | 120 | NA | NA | NA | 130 | NA | NA | NA |
| 2550 | 100 | NA | NA | NA | NA | NA | 120 | NA | NA | NA | 130 | NA | NA | NA |
| 2700 | 100 | NA | NA | NA | NA | NA | 120 | NA | NA | NA | 130 | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 25.4 micro-meter crack.)

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

NA Not Acceptable"

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

“1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The pipe shall meet the following additional requirements.”

Revise Article 1040.04(b) of the Standard Specifications to read:

“(b) Corrugated PE Pipe with a Smooth Interior. The manufacturer shall be listed as compliant through the NTPEP program and the pipe shall be according to AASHTO M 294 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.”

Revise the first paragraph of Article 1040.04(d) of the Standard Specifications to read:

“(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350.”

Revise the first paragraph of Article 1040.08 of the Standard Specifications to read:

“1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The pipe shall meet the following additional requirements.”

80434

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 18.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

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

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

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

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the

bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

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

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

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

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

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

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

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

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

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

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

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

80029

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- “(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor’s stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
 - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - c. Quantities of materials, prices and extensions.
 - d. Transportation of materials.
 - e. Cost of property damage, liability and workmen’s compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

80402

MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)

Effective: January 1, 2018

Revised: March 1, 2019

Description. In addition to those manufactured according to the current standards included in this contract, manholes, valve vaults, and flat slab tops manufactured prior to March 1, 2019, according to the previous Highway Standards listed below will be accepted on this contract:

| Product | Previous Standards | | |
|--|--------------------|-----------|-----------|
| Precast Manhole Type A, 4' (1.22 m) Diameter | 602401-05 | 602401-04 | 602401-03 |
| Precast Manhole Type A, 5' (1.52 m) Diameter | 602402-01 | 602402 | 602401-03 |
| Precast Manhole Type A, 6' (1.83 m) Diameter | 602406-09 | 602406-08 | 602406-07 |
| Precast Manhole Type A, 7' (2.13 m) Diameter | 602411-07 | 602411-06 | 602411-05 |
| Precast Manhole Type A, 8' (2.44 m) Diameter | 602416-07 | 602416-06 | 602416-05 |
| Precast Manhole Type A, 9' (2.74 m) Diameter | 602421-07 | 602421-06 | 602421-05 |
| Precast Manhole Type A, 10' (3.05 m) Diameter | 602426-01 | 602426 | |
| Precast Valve Vault Type A, 4' (1.22 m) Diameter | 602501-04 | 602501-03 | 602501-02 |
| Precast Valve Vault Type A, 5' (1.52 m) Diameter | 602506-01 | 602506 | 602501-02 |
| Precast Reinforced Concrete Flat Slab Top | 602601-05 | 602601-04 | |

The following revisions to the Standard Specifications shall apply to manholes, valve vaults, and flat slab tops manufactured according to the current standards included in this contract:

Revise Article 602.02(g) of the Standard Specifications to read:

“(g) Structural Steel (Note 4) 1006.04

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.”

Add the following to Article 602.02 of the Standard Specifications:

“(s) Anchor Bolts and Rods (Note 5) 1006.09

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380).”

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

“Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top (Highway Standard 602601) shall be manufactured according to AASHTO M 199 (M 199M), except the minimum wall thickness shall be as shown on the plans. Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi

(31,000 kPa) at 28 days and manholes, valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi (34,500 kPa) at 28 days.”

80393

MOBILIZATION (BDE)

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

“(a) Upon execution of the contract, 90 percent of the pay item will be paid.

(b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

80428

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

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

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

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

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

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

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

80430

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

“SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a “Regulated Substances Pre-Construction Plan (RSPCP)” to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) Regulated Substances Monitoring. Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) Underground Storage Tank Removal. Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)".

- (a) Environmental Observation. Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) Field Screening. Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) **Soil Analytical Results Exceed Most Stringent MAC.** When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
 - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.
 - (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1)

through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

(b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.

(1) The pH of the soil is less than 6.25 or greater than 9.0.

(2) The soil exhibited PID or FID readings in excess of background levels.

(c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

(d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive

soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;
- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
- (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
- (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
- (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
- (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

- (1) the means by which the generator has determined the waste is not a hazardous waste;
- (2) the means by which the generator has determined the waste is not a liquid;
- (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
- (4) if the waste does not undergo testing, an explanation as to why no testing is needed;

(5) a description of the process generating the waste; and

(6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) **Non-Special Waste.** When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) **Special Waste and Hazardous Waste.** Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control

Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a “Regulated Substances Final Construction Report (RSFCR)” to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for

NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT.”

80407

SILT FENCE, INLET FILTERS, GROUND STABILIZATION AND RIPRAP FILTER FABRIC (BDE)

Effective: November 1, 2019

Revised: April 1, 2020

Revise Article 280.02(m) and add Article 280.02(n) so the Standard Specifications read:

“(m) Above Grade Inlet Filter (Fitted)..... 1081.15(j)
 (n) Above Grade Inlet Filter (Non-Fitted)..... 1081.15(k)”

Revise the last sentence of the first paragraph in Article 280.04(c) of the Standard Specifications to read:

“The protection shall be constructed with hay or straw bales, silt filter fence, above grade inlet filters (fitted and non-fitted), or inlet filters.

Revise the first sentence of the second paragraph in Article 280.04(c) of the Standard Specifications to read:

“When above grade inlet filters (fitted and non-fitted) are specified, they shall be of sufficient size to completely span and enclose the inlet structure.”

Revise Article 1080.02 of the Standard Specifications to read:

“1080.02 Geotextile Fabric. The fabric for silt filter fence shall consist of woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence.

The fabric for ground stabilization shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 2 and nonwoven fabrics shall be Class 1 according to AASHTO M 288.

The physical properties for silt fence and ground stabilization fabrics shall be according to the following.

| PHYSICAL PROPERTIES | | | |
|--|--------------------------------|--|---|
| | Silt Fence Woven ^{1/} | Ground Stabilization Woven ^{2/} | Ground Stabilization Nonwoven ^{2/} |
| Grab Strength, lb (N) ^{3/} ASTM D 4632 | 123 (550) MD 101 (450) XD | 247 (1100) min. ^{4/} | 202 (900) min. ^{4/} |
| Elongation/Grab Strain, % ASTM D 4632 ^{4/} | 49 max. | 49 max. | 50 min. |
| Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{4/} | -- | 90 (400) min. | 79 (350) min. |

| | | | |
|--|----------------|-----------------|-----------------|
| Puncture Strength, lb (N) ASTM D 6241 ^{4/} | -- | 494 (2200) min. | 433 (1925) min. |
| Apparent Opening Size, Sieve No. (mm) ASTM D 4751 ^{5/} | 30 (0.60) max. | 40 (0.43) max. | 40 (0.43) max. |
| Permittivity, sec ⁻¹ ASTM D 4491 | 0.05 min. | | |
| Ultraviolet Stability, % retained strength after 500 hours of exposure ASTM D 4355 | 70 min. | 50 min. | 50 min. |

- 1/ NTPEP results or manufacturer’s certification to meet test requirements.
- 2/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP’s DataMine.
- 3/ MD = Machine direction. XD = Cross-machine direction.
- 4/ Values represent the minimum average roll value (MARV) in the weaker principle direction, MD or XD.
- 5/ Values represent the maximum average roll value.”

Revise Article 1080.03 of the Standard Specifications to read:

“1080.03 Filter Fabric. The filter fabric shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 3 for riprap gradations RR 4 and RR 5, and Class 2 for RR 6 and RR 7 according to AASHTO M 288. Woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) shall not be permitted. Nonwoven fabrics shall be Class 2 for riprap gradations RR 4 and RR 5, and Class 1 for RR 6 and RR 7 according to AASHTO M 288. After forming, the fabric shall be processed so that the yarns or filaments retain their relative positions with respect to each other. The fabric shall be new and undamaged.

The filter fabric shall be manufactured in widths of not less than 6 ft (2 m). Sheets of fabric may be sewn together with thread of a material meeting the chemical requirements given for the yarns or filaments to form fabric widths as required. The sheets of filter fabric shall be sewn together at the point of manufacture or another approved location.

The filter fabric shall be according to the following.

| PHYSICAL PROPERTIES ^{1/} | | | | |
|--|-------------------------------|--------------------|-------------------------------|--------------------|
| | Gradation Nos. RR 4 & RR 5 | | Gradation Nos. RR 6 & RR 7 | |
| | Woven | Nonwoven | Woven | Nonwoven |
| Grab Strength, lb (N) ASTM D 4632 ^{2/} | 180 (800) min. | 157 (700) min. | 247 (1100) min. | 202 (900) min. |
| Elongation/Grab Strain, % ASTM D 4632 ^{2/} | 49 max. | 50 min. | 49 max. | 50 min. |
| Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{2/} | 67 (300) min. | 56 (250) min. | 90 (400) min. | 79 (350) min. |
| Puncture Strength, lb (N) ASTM D 6241 ^{2/} | 370 (1650) min. | 309 (1375) min. | 494 (2200) min. | 433 (1925) min. |
| Ultraviolet Stability, % retained strength after 500 hours of exposure - ASTM D 4355 | 50 min. | | | |

1/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP's DataMine.

2/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

As determined by the Engineer, the filter fabric shall meet the requirements noted in the following after an onsite investigation of the soil to be protected.

| Soil by Weight (Mass) Passing the No. 200 sieve (75 µm), % | Apparent Opening Size, Sieve No. (mm) - ASTM D 4751 ^{1/} | Permittivity, sec ⁻¹ ASTM D 4491 |
|--|---|---|
| 49 max. | 60 (0.25) max. | 0.2 min. |
| 50 min. | 70 (0.22) max. | 0.1 min. |

1/ Values represent the maximum average roll value.”

Revise Article 1081.15(h)(3)a of the Standard Specifications to read:

“a. Inner Filter Fabric Bag. The inner filter fabric bag shall be constructed of woven yarns or nonwoven filaments made of polyolefins or polyesters with a minimum silt and debris capacity of 2.0 cu ft (0.06 cu m). Woven fabric shall be Class 3 and nonwoven fabric shall be Class 2 according to AASHTO M 288. The fabric bag shall be according to the following.

| PHYSICAL PROPERTIES | | |
|---|-----------------|-----------------|
| | Woven | Nonwoven |
| Grab Strength, lb (N) ASTM D 4632 ^{1/} | 180 (800) min. | 157 (700) min. |
| Elongation/Grab Strain, % ASTM D 4632 ^{1/} | 49 max. | 50 min. |
| Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{1/} | 67 (300) min. | 56 (250) min. |
| Puncture Strength, lb (N) ASTM D 6241 ^{1/} | 370 (1650) min. | 309 (1375) min. |
| Apparent Opening Size, Sieve No. (mm) ASTM D 4751 ^{2/} | 60 (0.25) max. | |
| Permittivity, sec ⁻¹ ASTM D 4491 | 2.0 min. | |
| Ultraviolet Stability, % retained strength after 500 hours of exposure – ASTM D 4355 | 70 min. | |

1/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

2/ Values represent the maximum average roll value.”

Revise Article 1081.15(i)(1) of the Standard Specifications to read:

“(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer geotextile fabric cover shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters placed around the inner material and shall extend beyond both sides of the triangle a minimum of 18 in. (450 mm). Woven filter fabric shall be Class 3 and nonwoven filter fabric shall be Class 2 according to AASHTO M 288.

(1) The geotextile shall meet the following properties.

| PHYSICAL PROPERTIES | | |
|--|-----------------|-----------------|
| | Woven | Nonwoven |
| Grab Strength, lb (N) ASTM D 4632 ^{1/} | 180 (800) min. | 157 (700) min. |
| Elongation/Grab Strain, % ASTM D 4632 ^{1/} | 49 max. | 50 min. |
| Trapezoidal Tear Strength, lb (N) ASTM D 4533 ^{1/} | 67 (300) min. | 56 (250) min. |
| Puncture Strength, lb (N) ASTM D 6241 ^{1/} | 370 (1650) min. | 309 (1375) min. |

| | |
|---|----------------|
| Apparent Opening Size, Sieve No. (mm) ASTM D 4751 ^{2/} | 30 (0.60) max. |
| Permittivity, sec ⁻¹ ASTM D 4491 | 2.0 min. |
| Ultraviolet Stability, % retained strength after 500 hours of exposure – ASTM D 4355 | 70 min. |

1/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

2/ Values represent the maximum average roll value.”

Add the following to Article 1081.15(i) of the Standard Specifications.

“(3) Certification. The manufacturer shall furnish a certificate with each shipment of urethane foam/geotextile assemblies stating the amount of product furnished and that the material complies with these requirements.”

Revise the title and first sentence of Article 1081.15(j) of the Standards Specifications to read:

“(j) Above Grade Inlet Filters (Fitted). Above grade inlet filters (fitted) shall consist of a rigid polyethylene frame covered with a fitted geotextile filter fabric.”

Revise Article 1081.15(j)(2) of the Standard Specifications to read:

(2) Fitted Geotextile Filter Fabric. The fitted geotextile filter fabric shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters. Woven filter fabric shall be Class 3 and nonwoven filter fabric shall be Class 2 according to AASHTO M 288. The filter shall be fabricated to provide a direct fit to the frame. The top of the filter shall integrate a coarse screen with a minimum apparent opening size of 1/2 in. (13 mm) to allow large volumes of water to pass through in the event of heavy flows. The filter shall have integrated anti-buoyancy pockets capable of holding a minimum of 3.0 cu ft (0.08 cu m) of stabilization material. Each filter shall have a label with the following information sewn to or otherwise permanently adhered to the outside: manufacturer’s name, product name, and lot, model, or serial number. The fitted geotextile filter fabric shall be according to the table in Article 1081.15(h)(3)a above.”

Add Article 1081.15(k) to the Standard Specifications to read:

“(k) Above Grade Inlet Filters (Non-Fitted). Above grade inlet filters (non-fitted) shall consist of a geotextile fabric surrounding a metal frame. The frame shall consist of either a) a circular cage formed of welded wire mesh, or b) a collapsible aluminum frame, as described below.

(1) Frame Construction.

- a) Welded Wire Mesh Frame. The frame shall consist of 6 in. x 6 in. (150 mm x 150 mm) welded wire mesh formed of #10 gauge (3.42 mm) steel conforming to ASTM A 185. The mesh shall be 30 in. (750 mm) tall and formed into a 42 in. (1.05 m) minimum diameter cylinder.
 - b) Collapsible Aluminum Frame. The collapsible aluminum frame shall consist of grade 6036 aluminum. The frame shall have anchor lugs that attach it to the inlet grate, which shall resist movement from water and debris. The collapsible joints of the frame shall have a locking device to secure the vertical members in place, which shall prevent the frame from collapsing while under load from water and debris.
- (2) Geotextile Fabric. The geotextile fabric shall consist of woven yarns or nonwoven filaments made of polyolefins or polyesters. The woven filter fabric shall be a Class 3 and the nonwoven filter fabric shall be a Class 2 according to AASHTO M 288. The geotextile fabric shall be according to the table in Article 1081.15(h)(3)a above.
- (3) Geotechnical Fabric Attachment to the Frame.
- a) Welded Wire Mesh Frame. The woven or nonwoven geotextile fabric shall be wrapped 3 in. (75 mm) over the top member of a 6 in. x 6 in. (150 mm x 150 mm) welded wire mesh frame and secured with fastening rings constructed of wire conforming to ASTM A 641, A 809, A 370, and A 938 at 6 in. (150 mm) on center. The fastening rings shall penetrate both layers of geotextile and securely close around the steel mesh. The geotextile shall be secured to the sides of the welded wire mesh with fastening rings at a spacing of 1 per sq ft (11 per sq m) and securely close around a steel member.
 - b) Collapsible Aluminum Frame. The woven or nonwoven fabric shall be secured to the aluminum frame along the top and bottom of the frame perimeter with strips of aluminum secured to the perimeter member, such that the anchoring system provides a uniformly distributed stress throughout the geotechnical fabric.
- (4) Certification. The manufacturer shall furnish a certificate with each shipment of above grade inlet filter assemblies stating the amount of product furnished and that the material complies with these requirements.”

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer’s specifications such that they are not moved by wind or passing traffic.”

80409

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1 . In the event the contractor subcontracts a portion of the contract work, he 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 insure 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 employed by him 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 that he 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 has successfully completed a training course leading to journeyman status or in which he 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, Manpower Administration, Bureau of Apprenticeship and Training 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 will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

| Revised: April 2, 2015

| 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 Monday through Sunday for each week reportable trucking activities occur.

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

80302

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **35** working days.

80071

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#).

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Provision - Cargo Preference Requirements

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

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

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.