

215

Letting June 17, 2022

Notice to Bidders, Specifications and Proposal



**Contract No. 87779
DEKALB County
Section 18-00193-00-BR (City Of Dekalb)
Routes FAU 5352 & FAU 5336 (N. 1st St. & Lucinda Ave.)
Project RUS8-742 ()
District 3 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 17, 2022 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 87779
DEKALB County
Section 18-00193-00-BR (City Of Dekalb)
Project RUS8-742 ()
Routes FAU 5352 & FAU 5336 (N. 1st St. & Lucinda Ave.)
District 3 Construction Funds**

Replace two bridges in DeKalb; Lucinda Avenue over the south branch of the Kishwaukee River, and North First Street over the south branch of the Kishwaukee River.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS

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

| <u>File Name</u> | <u>Pg.</u> | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|------------------|----------------|
| 80099 | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2022 |
| * 80274 | | Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2022 |
| 80192 | | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| 80246 | | Bituminous Surface Treatment with Fog Seal | Jan. 1, 2020 | Jan. 1, 2022 |
| 80436 | 57 | X Blended Finely Divided Minerals | April 1, 2021 | |
| 80241 | | Bridge Demolition Debris | July 1, 2009 | |
| 50261 | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50481 | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50491 | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50531 | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 80384 | 58 | X Compensable Delay Costs | June 2, 2017 | April 1, 2019 |
| 80198 | | Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80293 | | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet | April 1, 2012 | July 1, 2016 |
| 80311 | | Concrete End Sections for Pipe Culverts | Jan. 1, 2013 | April 1, 2016 |
| 80261 | | Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| 80434 | | Corrugated Plastic Pipe (Culvert and Storm Sewer) | Jan. 1, 2021 | |
| 80029 | 62 | X Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Mar. 2, 2019 |
| 80229 | | Fuel Cost Adjustment | April 1, 2009 | Aug. 1, 2017 |
| 80433 | | Green Preformed Thermoplastic Pavement Markings | Jan. 1, 2021 | Jan. 1, 2022 |
| 80422 | | High Tension Cable Median Barrier | Jan. 1, 2020 | Jan. 1, 2022 |
| * 80443 | | High Tension Cable Median Barrier Removal | April 1, 2022 | |
| * 80444 | | Hot-Mix Asphalt – Patching | April 1, 2022 | |
| 80442 | | Hot-Mix Asphalt – Start of Production | Jan. 1, 2022 | |
| 80438 | | Illinois Works Apprenticeship Initiative – State Funded Contracts | June 2, 2021 | Sept. 2, 2021 |
| 80411 | | Luminaires, LED | April 1, 2019 | Jan. 1, 2022 |
| 80045 | | Material Transfer Device | June 15, 1999 | Jan. 1, 2022 |
| 80418 | | Mechanically Stabilized Earth Retaining Walls | Nov. 1, 2019 | Nov. 1, 2020 |
| 80430 | 72 | X Portland Cement Concrete – Haul Time | July 1, 2020 | |
| 34261 | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2022 |
| 80395 | | Sloped Metal End Section for Pipe Culverts | Jan. 1, 2018 | |
| 80340 | | Speed Display Trailer | April 2, 2014 | Jan. 1, 2022 |
| 80127 | | Steel Cost Adjustment | April 2, 2014 | Jan. 1, 2022 |
| 80397 | 73 | X Subcontractor and DBE Payment Reporting | April 2, 2018 | |
| 80391 | 74 | X Subcontractor Mobilization Payments | Nov. 2, 2017 | April 1, 2019 |
| 80437 | | Submission of Payroll Records | April 1, 2021 | |
| 80435 | | Surface Testing of Pavements – IRI | Jan. 1, 2021 | Jan. 1, 2022 |
| 80410 | | Traffic Spotters | Jan. 1, 2019 | |
| 20338 | | Training Special Provisions | Oct. 15, 1975 | Sept. 2, 2021 |
| 80318 | | Traversable Pipe Grate for Concrete End Sections | Jan. 1, 2013 | Jan. 1, 2018 |
| 80429 | | Ultra-Thin Bonded Wearing Course | April 1, 2020 | Jan. 1, 2022 |
| 80440 | | Waterproofing Membrane System | Nov. 1, 2021 | |
| 80302 | 75 | X Weekly DBE Trucking Reports | June 2, 2012 | Nov. 1, 2021 |
| 80427 | 76 | X Work Zone Traffic Control Devices | Mar. 2, 2020 | |
| 80071 | | Working Days | Jan. 1, 2002 | |

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 21, 2022 Letting

| <u>Pg #</u> | <u>√</u> | <u>File Name</u> | <u>Title</u> | <u>Effective</u> | <u>Revised</u> |
|-------------|----------|------------------|--|------------------|----------------|
| | | GBSP 4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | April 1, 2016 |
| | | GBSP 13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | April 30, 2021 |
| | | GBSP 14 | Jack and Remove Existing Bearings | April 20, 1994 | April 13, 2018 |
| | | GBSP 15 | Three Sided Precast Concrete Structure | July 12, 1994 | Dec 21, 2016 |
| | | GBSP 16 | Jacking Existing Superstructure | Jan 11, 1993 | April 13, 2018 |
| | | GBSP 18 | Modular Expansion Joint | May 19, 1994 | Oct 23, 2020 |
| | | GBSP 21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | Oct 23, 2020 |
| | | GBSP 25 | Cleaning and Painting Existing Steel Structures | Oct 2, 2001 | Oct 23, 2020 |
| | | GBSP 26 | Containment and Disposal of Lead Paint Cleaning Residues | Oct 2, 2001 | Apr 22, 2016 |
| | | GBSP 28 | Deck Slab Repair | May 15, 1995 | April 13, 2018 |
| | | GBSP 29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | April 30, 2021 |
| | | GBSP 30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | April 30, 2021 |
| | | GBSP 31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | April 30, 2021 |
| | | GBSP 33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Oct 23, 2020 |
| | | GBSP 34 | Concrete Wearing Surface | June 23, 1994 | Oct 4, 2016 |
| | | GBSP 45 | Bridge Deck Thin Polymer Overlay | May 7, 1997 | Feb 6, 2013 |
| | | GBSP 53 | Structural Repair of Concrete | Mar 15, 2006 | Aug 9, 2019 |
| | | GBSP 55 | Erection of Curved Steel Structures | June 1, 2007 | |
| | | GBSP 59 | Diamond Grinding and Surface Testing Bridge Sections | Dec 6, 2004 | April 30, 2021 |
| | | GBSP 60 | Containment and Disposal of Non-Lead Paint Cleaning Residues | Nov 25, 2004 | Apr 22, 2016 |
| | | GBSP 61 | Slipform Parapet | June 1, 2007 | March 1, 2019 |
| 78 | X | GBSP 67 | Structural Assessment Reports for Contractor's Means and Methods | Mar 6, 2009 | Oct 5, 2015 |
| | | GBSP 71 | Aggregate Column Ground Improvement | Jan 15, 2009 | Oct 15, 2011 |
| | | GBSP 72 | Bridge Deck Fly Ash or GGBF Slag Concrete Overlay | Jan 18, 2011 | April 30, 2021 |
| 81 | X | GBSP 78 | Bridge Deck Construction | Oct 22, 2013 | Dec 21, 2016 |
| | | GBSP 79 | Bridge Deck Grooving (Longitudinal) | Dec 29, 2014 | Mar 29, 2017 |
| | | GBSP 81 | Membrane Waterproofing for Buried Structures | Oct 4, 2016 | March 1, 2019 |
| | | GBSP 82 | Metallizing of Structural Steel | Oct 4, 2016 | Oct 20, 2017 |
| | | GBSP 83 | Hot Dip Galvanizing for Structural Steel | Oct 4, 2016 | Oct 20, 2017 |
| | | GBSP 85 | Micropiles | Apr 19, 1996 | Oct 23, 2020 |
| | | GBSP 86 | Drilled Shafts | Oct 5, 2015 | Oct 4, 2016 |
| | | GBSP 87 | Lightweight Cellular Concrete Fill | Nov 11, 2011 | Apr 1, 2016 |
| | | GBSP 88 | Corrugated Structural Plate Structures | Apr 22, 2016 | April 13, 2018 |
| | | GBSP 89 | Preformed Pavement Joint Seal | Oct 4, 2016 | Oct 23, 2020 |
| | | GBSP 90 | Three Sided Precast Concrete Structure (Special) | Dec 21, 2016 | April 13, 2018 |
| | | GBSP 91 | Crosshole Sonic Logging Testing of Drilled Shafts | Apr 20, 2016 | Aug 9, 2019 |
| | | GBSP 92 | Thermal Integrity Profile Testing of Drilled Shafts | Apr 20, 2016 | |
| | | GBSP 93 | Preformed Bridge Joint Seal | Dec 21, 2016 | Oct 23, 2020 |
| | | GBSP 94 | Warranty for Cleaning and Painting Steel Structures | Mar 3, 2000 | Nov 24, 2004 |
| | | GBSP 96 | Erection of Bridge Girders Over or Adjacent to Railroads | Aug 9, 2019 | |

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of F.A.U. Route 5336 (Lucinda Avenue Bridge), and F.A.U. Route 5352 (North First Street Bridge), Section 18-00193-00-BR, in DeKalb County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Contract No. 87779

LOCATION OF PROJECT

The project is located on Lucinda Avenue at the bridge over the South Branch of the Kishwaukee River and on North First Street at the bridge over the South Branch of the Kishwaukee River in the City of DeKalb, Illinois.

DESCRIPTION OF PROJECT

The work consists of removal of the two existing bridges and approach roadways and construction of two new bridges and roadway approaches. Items include cast-in-place concrete slab bridges, earthwork and grading, topsoil, seeding, and erosion control, storm sewers, water main replacement, sanitary sewer and sanitary force main replacement, asphalt pavement, concrete curb and gutter, concrete sidewalks, pavement markings, and the necessary appurtenant construction.

MATERIAL PROCUREMENT, CONSTRUCTION START

Lead times for materials procurement will not be allowed to delay the start of this project or cause any suspension of work during the project. The contractor shall ensure that all materials have been procured or can be obtained in such time that construction activities are not interrupted. Under no circumstances shall either bridge be allowed to be closed during winter months or any stoppage of construction. The contractor shall provide documentation to the engineer before the start of construction, certifying that all materials are or will be available at the time they are needed.

STATUS OF UTILITIES TO BE ADJUSTED

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

| <u>Name & Address of Utility</u> | <u>Type</u> | <u>Location</u> | <u>Estimated Date Relocation Complete</u> |
|--------------------------------------|----------------------|---|--|
| ComEd | Electric | Overhead lines at Lucinda. Buried line at N. First St. bike path. | Possible underground relocation at bike path crossing. |
| Comcast | Internet | | |
| City of DeKalb | Water | Lucinda Ave east of bridge | Relocate 10" water main under the river |
| Frontier Communications | Fiber Optic Cable | North side of Lucinda Ave, East side of N. First St. | Relocate cables within project limits |
| Kishwaukee Reclamation | Water Sanitary Sewer | Lucinda Ave west of bridge, and N. First St. east of bridge | Relocate 1 manhole on Lucinda Ave., relocate force main at N. First St. path |
| Nicor | Natural Gas | Along Lucinda Ave and across Kishwaukee River | |
| Northern IL University | | | |
| Metro Fibernet, LLC | Fiber Optic Cable | | |
| | | | |
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The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

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

LOCAL TRASH AND YARD WASTE COLLECTION SERVICES

The Contractor shall coordinate the waste collection company servicing the DeKalb area within the project limits if there is a potential interruption of waste collection services. The waste collection company servicing DeKalb, IL is:

LRS.....844-633-3577 or DeKalb@LRSrecycles.com

This work will not be paid for separately but will be included in the cost of the various pay items associated with the improvements.

SCHOOL TRANSPORTATION – BEGINNING OF SCHOOL

The contractor will coordinate bridge closures with DeKalb Community School District 428. The District should be notified 48-hours in advance of the start of construction at 815-754-2350.

During fall school semesters that begin on August 17, 2022, or similar date in 2023, shall allow school traffic to utilize the North First Street Bridge for 20 minutes before and after the school start and stop times of the Clinton Rosette Middle School. Current scheduled times are:

- Begin – 7:45am
- End – 2:30pm

The lanes shall be clean of debris and clearly demarcated according to the IDOT Standard Details. Police assistance can be requested through the appropriate Public Works staff if only one lane of traffic is possible. All work necessary, including necessary barricades, signs, and cleaning shall be included in the cost of the various pay items associated with the improvements.

FESTIVAL PARTICIPATION

The contractor shall work with the City of DeKalb to allow safe passage of pedestrians over the Lucinda Bridge for the DeKalb Corn Classic scheduled for September 25, 2022 or subsequent scheduled years. The bridge or sidewalk surfaces and approaches shall have clean, even surfaces for the participants. Designated routes shall be clearly delineated to avoid confusion for the runners. All other areas shall be barricaded and taped to avoid entrance. No work shall be allowed on the day of the DeKalb Corn Classic and working days will not be charged. Participation, including all necessary barricades, signs, cleaning, and taping, in the even shall be included in the cost of the various pay items associated with the improvements.

CONSTRUCTION NOISE

Revise the second paragraph of Article 107.35 of the Standard Specifications to read:

Construction within 1000 feet of an occupied residence, motel, hospital, or similar receptor shall be confined to the period beginning at 7:00 a.m. and ending at 8:00 p.m. Monday through Friday and from 7:00 a.m. to 5:00 p.m. on Saturday. No work of any kind shall be done on Sundays. These time restrictions shall not apply to maintenance or operation of safety and traffic-control devices such as barricades, signs, and lighting, or to construction of an emergency nature. However, starting up of equipment does apply.

FIRE HYDRANTS

Revise the first paragraph of Article 107.18 of the Standard Specifications to read:

The use of fire hydrants by the Contractor shall not be permitted. If water is needed, the Contractor shall make application to the proper authorities, and shall conform to the municipal ordinances, rules, or regulations concerning their use.

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

A soil analysis has been performed for this project and a completed IEPA LPC-663 form will be provided to the awarded Contractor for use for the disposal of material generated from this project. It is the Contractor's responsibility to locate and dispose of the material at a permitted CCDD facility in accordance with the criteria set forth in 35 Illinois Administrative Code (IAC) 1100 as amended on August 27, 2012.

If the desired CCDD facility requires additional sampling and testing, it is the Contractor's responsibility to provide the additional sampling and testing necessary for appropriate disposal. The Contractor shall not be compensated for the additional sampling, testing, or paperwork necessary as required by the CCDD facility. The cost will be included in the cost of the contract.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

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

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

Site 1/16: Commercial Property, 850 and 870 North 1st Street, City of DeKalb, DeKalb County

- Station 10+40 to northern project limits (CL North 1st Street), 20 feet to 142 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Semi-VOCs (benzo-a-pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene, etc.)

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following HLR-PESA Sites:

None

Additional information on the above Site is available from Hampton, Lenzini and Renwick, Inc.

TRENCH BACKFILL

Description. This work shall consist of the furnishing, placing, and mechanically compacting backfill for excavated trenches within paved areas. This work shall be in accordance with the applicable portions of Section 208 of the Standard Specifications, Section 20 of the Standard Specifications for Water and Sewer Construction in Illinois, the TRENCH BACKFILL detail contained in the plans, and the following.

Materials. All trench backfill in required locations shall be in accordance with Articles 1003.04(c) and 1004.05(c) of the Standard Specifications.

Construction Requirements. Selected granular backfill material shall be used where the trench is in existing or proposed pavements and for all trenches outside of existing or proposed pavements where the inner edge of the trench is within two (2) feet of the edge of the pavements, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk. Where selected granular material is not required, suitable material excavated from the trench may be used.

Trench backfill shall also be used in the excavation around manholes, catch basins, inlets, valve vaults, and other appurtenances when any part of that excavation is within 2 feet of any existing or proposed pavement.

Backfilling shall be in accordance with Section 20 of the Standard Specifications for Water and Sewer Construction in Illinois, Method 1 only deposited in uniform layers not exceeding six (6) inches thick (loose material). Each layer shall be compacted to 90% of modified proctor. Locations where trenches cross the road or any other paved surface shall contain trench backfill that is brought up to existing grade in order to maintain vehicular or pedestrian access if needed. Removal of the top layer of trench backfill to install proposed paved features shall be included in the unit cost of this item.

Method of Measurement. This work will be measured for payment and the area computed in cubic yards in accordance with the details included in the plans.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

INLET FILTERS

Description. The Contractor shall be responsible for furnishing, installing, cleaning, and removing inlet filters for all drainage structures that accept stormwater within the project limits. This work shall be in accordance with the applicable portions of Section 280 of the Standard Specifications and the following.

Construction Requirements. Revised Article 280.05 to state the following:

The temporary erosion control systems shall be properly maintained as directed by the Engineer. This work shall include any repair of the various systems, removal of trapped sediment, and cleaning of any silt filter fabric. At a minimum, accumulated silt in any temporary erosion control system shall be removed every two weeks, or when the basin becomes 75 percent filled, whichever comes first. Trapped sediment and accumulated silt shall be disposed of according to Article 202.03.

Method of Measurement. This work will be measured as individual items for each drainage structure that accepts stormwater

Basis of Payment. Protection of drainage structures with inlet filters will be paid for at the contract unit price per each for INLET FILTERS.

FILTER BAGS

Description. The Contractor shall supply filter bags for use in dewatering operations in accordance with the details shown in the plans.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for FILTER BAGS.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”

Description. This work shall consist of constructing a driveway of hot-mix asphalt surface and binder courses on an aggregate base. The work shall be done in accordance with applicable portions of Sections 351 and 406 of the Standard Specifications and the following provisions.

Materials. The material for the aggregate base course shall be CA 6 course aggregate meeting the requirements of Article 1004.04 of the Standard Specifications.

Construction Requirements. All driveways being reconstructed shall contain a reconstructed aggregate subbase in accordance with the details for driveways shown in the plans unless otherwise specified by the Engineer. Prior to placement of the PCC material, the aggregate base shall be placed, shaped and compacted to the satisfaction of the Engineer.

The driveway shall be constructed with a minimum 6 inches of aggregate base course, 2 inches of binder course and 2 inches of surface course.

Method of Measurement. This work will be measured in place and the area calculated in square yards.

Basis of Payment. This work will be paid for at the contract unit price per ton for HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, and HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, which price will include all labor, material, equipment, and incidentals necessary.

Removal of existing aggregate subbase and soil to reach the required subgrade depth will be included in the DRIVEWAY PAVEMENT REMOVAL item unit cost.

Aggregate material required to provide a new subbase will be paid for by SUBBASE GRANULAR MATERIAL, TYPE B of the specified depth.

PCC SIDEWALK

Description. This work shall consist of the placement of proposed sidewalk as stated in the contract documents and/or as directed by the Engineer. The work shall be done in accordance with applicable portions of Section 424 of the Standard Specifications, the details in the plans, and the following.

Construction Requirements. Any excavation required for the purposes of meeting ADA requirements, placing aggregate base course to the proper elevation and thickness, all form work, and placement of P.C.C. material for the proposed sidewalk should be considered included in the unit price for SIDEWALK REMOVAL. Any excavated material shall be disposed of at a suitable offsite location. Any damage to the existing sidewalk and driveways remaining in place due to forming methods or the removal operation shall be replaced to the satisfaction of the Engineer at the Contractor's own expense.

All sidewalk shall include a minimum 4 in aggregate base in accordance with Section 351 of the Standard specifications meeting gradation CA 6.

All sidewalk shall be in accordance with the plans and provided details, and the "IDOT Accessible Public Right-of-Way Field Guide" Published in January of 2016.

PCC Sidewalk shall be a minimum thickness of 5 inches, except at driveways where the minimum thickness is 6 inches.

Expansion joints shall be placed where the sidewalk abuts existing sidewalk, curbs, and between concrete driveway pavement.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PCC SIDEWALK, of the depth specified which price will include all labor, equipment, material including the aggregate base, and incidentals necessary to complete the work as described above.

DETECTABLE WARNINGS

Description. This work shall be in accordance with Article 424.09 of the Standard Specifications and the following:

Construction Requirements. The surfaces shall be placed within the new sidewalk. The sizes shall be calculated to fit the different width sidewalks.

Add the following to Article 424.09 of the Standard Specifications:

The Contractor shall make every effort to use radial tiles within sidewalk ramps located along curb line radii where applicable. Where radial tiles cannot be used, rectangular tile shall be cut to fit along the curb line radius in compliance with ADA regulations and to the satisfaction of the Engineer.

Method of Measurement. This work will be measured in place and the area calculated in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

DRIVEWAY PAVEMENT REMOVAL

Description. This work shall be in accordance with applicable portions of Section 440 of the Standard Specifications and the following provisions:

Construction Requirements. All driveways being reconstructed shall be removed in accordance with the plans. Removal of existing aggregate subbase and soil to reach the required subgrade depth shall be included in this pay item.

Method of Measurement. This work will be measured in place and the area calculated in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL which price will include all labor, material, equipment, and incidentals necessary to complete the work as described above.

SIDEWALK REMOVAL

Description. This work shall be in accordance with applicable portions of Section 440 of the Standard Specifications and the following provisions:

Construction Requirements. All sidewalk removal shown on the plans shall be to the nearest joint or as according to the Engineer.

Any excavation required for the purposes of meeting ADA requirements, placing aggregate base course to the proper elevation and thickness, all form work, and placement of P.C.C. material for the proposed sidewalk should be considered included in the unit price for this item. Any excavated material shall be disposed of at a suitable offsite location.

Any damage to the existing sidewalk and driveways remaining in place due to forming methods or the removal operation shall be replaced to the satisfaction of the Engineer at the Contractor's own expense.

Method of Measurement. This work will be measured in place and the area calculated in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL which price will include all labor, material, equipment, and incidentals necessary to complete the work as described above.

STONE RIPRAP, CLASS A4

Description. This work shall be completed in accordance with Section 281 of the Standard Specifications. The following provisions shall apply.

Basis of Payment. This work will be paid for at the contract unit price per square yard for STONE RIPRAP, CLASS A4. The contract unit price shall include all materials, equipment and labor necessary to complete the work. Excavation and bedding stone required for installation shall not be measured for payment but shall be included in the cost for STONE RIPRAP, CLASS A4.

REMOVAL OF EXISTING STRUCTURES

Description. This work shall be performed in accordance with Section 501 of the Standard Specifications and as specified below.

The Contractor shall remove all portions of the existing structure, including foundations and piling that may interfere with construction of the proposed substructure units. The proposed pile locations may be modified per applicable plan notes, as approved by the Engineer.

Basis of Payment. This work shall be included in the contract price bid for REMOVAL OF EXISTING STRUCTURES and no additional compensation will be allowed.

PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL

Description. This work shall be performed in accordance with Section 424 of the Standard Specifications and as specified below.

The Contractor included a 2" longitudinal joint between the soldier pile wall / north abutment of the North 1st Street and the Bike Path as shown on the plans. The joint shall be filled with preformed joint filler and the top sealed with a silicone seal.

The Contractor shall incorporate reinforcement into the Bike Path as specified in the plans.

The Contractor shall install 4" of Aggregate Base Course, Type B beneath the Bike Path as specified on the plans.

Basis of Payment. This work shall be included in the contract unit price bid per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL and no additional compensation will be allowed.

FORM LINER TEXTURED SURFACE

Description. This item consists of providing an architectural finish for concrete surfaces as detailed in the plans and in accordance with the Special Provisions.

Materials. The forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the members as shown on the plans. The forms shall be properly braced or tied together to maintain position and shape. Forms shall be made sufficiently tight to prevent leakage of mortar.

Formliners shall be used to obtain the architectural finish of the concrete walls. The formwork used for these walls shall have the strength and stability to ensure finished concrete dimensions within the tolerances specified below. The quality of the formwork shall be maintained throughout the entire project.

Construction Requirements. Variations in dimensions of members with an architectural finish shall be within the following tolerances: the width and depth of architectural finish joints shall be within 1/8"; the location of the architectural finish joints shall be within 1/2"; the maximum variation of a joint from a straight line shall be 1/4" in 10 feet.

The Contractor shall notify the Engineer at least 40 hours prior to placing concrete.

Concrete shall not be placed until the Engineer has inspected the formwork and the placement of reinforcing bars for compliance with the plans.

Submittals. Within 30 days of receiving the general contract, Contractor shall submit to the Engineer for approval the following:

- a. Catalogue cuts of the proposed liner, including bonding and release agents.
- b. Contractor's proposed construction procedure
- c. One 10" x 10" liner sample.
- d. Verification Sample Panel. Submit a 2' x 2' x 6" sample of the simulated stone masonry finish which demonstrates the finish, color and textures specified.
- e. Thirty days prior to starting construction of any form lined surface, provide a mock-up to remain on the site as a basis for comparison of the work constructed on the project. Duplicate in form and appearance (texture, joint dimension, stone size and coloration) all work constructed on the project matching the sample panel. Remove any sample rejected by the Engineer from the project and submit a new sample at no additional expense to the City. The mock-up shall be 2' x 2' x 6" and shall include color staining.

After removal of the formwork from the first constructed section utilizing architectural finish, the Engineer will examine the section and instruct the Contractor if the architectural finish is acceptable or if future sections need further modifications. If necessary, the Contractor shall pour additional test sections at locations designated by the Engineer until a section meets with the Engineer's approval. The architectural finish of all subsequently installed sections shall match the approved section. All deviations from the approved architectural finish shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Department.

Shop drawing plan, elevation and details to show overall pattern, joint locations, form tie locations and end, edge, as well as other special conditions.

Method of Measurement. Architectural finish will be measured in place and the area computed in square feet. The dimensions used to compute the area architectural finish will be those dimensions indicated on the plan or directed by the Engineer which outline plane area. Measurement will not be on actual surface area of architectural finish.

Basis of Payment. This work will be paid for at the contract unit price per square foot for FORM LINER TEXTURED SURFACE.

ORNAMENTAL RAILING

Description. This work shall consist of furnishing the design computations, shop plans, materials, equipment and labor to construct the ornamental bridge railings and architectural columns to the limits shown on the plans.

General. The ornamental railing shall consist of a steel three-rail, flat-top, picket style fence. The ornamental railing shall be designed for AASHTO pedestrian loading. The ornamental railing design and material specifications shall be sealed by an Illinois licensed Structural Engineer.

The architectural columns shall have a reinforced concrete core and be clad in precast stone and follow the architectural guidelines presented in the plans. The architectural column design and material specifications shall be sealed by an Illinois licensed Architect.

The ornamental railing and architectural columns shall be designed and constructed according to the specified dimensions at the locations shown on the contract plans and approved shop plans. The ornamental railing and architectural columns shall match the appearance and finish of the College Avenue bridge railings in the City of DeKalb.

Submittals. The contractor shall submit design computations and shop plans to the Engineer. No work or ordering of materials for the railing shall be done by the Contractor until the submittal has been approved in writing by the Engineer. The shop plans shall include all details, dimensions, and quantities, necessary to construct the railing.

Method of Measurement. This work will be measured for payment in place in feet. The length measured will be the overall length along the bridge sidewalk surface, back-to-back of architectural columns.

Basis of Payment. This work shall be included in the contract unit price bid per foot for ORNAMENTAL RAILING and no additional compensation will be allowed.

PROTECTIVE COAT

Description. This work shall be performed in accordance with Section 503 of the Standard Specifications and as specified below.

In addition to the areas required by the Standard Specifications, Protective Coat shall be applied to the top horizontal surface of the soldier pile wall, the exposed vertical face of the soldier pile wall, the exposed vertical face of the north abutment of the North 1st Street bridge, and the horizontal surface of the Portland Cement Concrete 6 Inch, Special portions of the Bike Path.

In addition to Protective Coat, the exposed vertical face of the soldier pile wall and the exposed vertical face of the north abutment of the North 1st Street bridge shall receive an anti-graffiti coating.

ANTI-GRAFFITI COATING

Description. *This work shall consist of the furnishing and application of an anti-graffiti coating to the exposed concrete surfaces as shown in the plans.*

General Requirements. *The anti-graffiti protection system shall consist of a permanent, color stable, UV, stain, chemical and abrasion resistant coating.*

Qualifications. *The anti-graffiti protection system shall be a product that has been commercially available for a period of at least five (5) years. Samples of the proposed material shall be supplied to the Engineer for testing. The Contractor shall apply the material to a test patch following the manufacturer's recommendation. After the manufacturer's recommended curing period the Engineer will apply various types of graffiti materials to the coating. After three (3) days the removal agent shall be used to remove the graffiti. If, after graffiti removal, the anti-graffiti coating is clean and undamaged with no evidence of ghosting, shadowing or staining then the anti-graffiti coating is approved for use.*

Surface Preparation. *Prior to application of the anti-graffiti coating all designated surfaces shall be cleaned of all loose debris, previous coatings and all foreign matter by a method as recommended by the coating manufacturer and approved by the Engineer. All surfaces shall be thoroughly clean, dry and free of dust that might prevent penetration of the coating. New concrete should be thoroughly cured before application of the coating. Concrete surfaces shall be properly sealed according to the manufacturer's recommendations so that application of the system does not produce any noticeable long term change in the color of the surfaces being treated. A technical representative of the manufacturer shall be present to approve surface preparation and application of the anti-graffiti protection system as necessary.*

Weather Conditions. *Coatings shall not be applied in the rain, snow, fog or mist nor shall they be applied if these conditions are expected within twelve (12) hours of application. Coatings shall not be applied when surface or air temperature is less than 40° F nor greater than 100° F, or is expected to exceed these temperatures within twelve (12) hours of application.*

Application. *The manufacturer's product data sheets and application guides shall be submitted to the Engineer prior to coating application. All information contained in the data sheets and application guides shall be strictly followed. All coatings shall be applied in the presence of the Engineer. The wet film thickness will be measured by the Engineer and shall be according to the manufacturer's recommendation. Application of the clear protective coating shall take place after the removal of concrete forms.*

In a contrasting color; of the same anti-graffiti system, the name of the system used and the date of application shall be stenciled in letters not to exceed 2 inches high. The location of the stencil shall be near one end of the work at the bottom of the surface to be protected and repeated every 300 ft. along the length of the wall.

Method of Measurement. *This work will NOT be measured separately for payment but shall be included in the contract unit price bid per square yard for PROTECTIVE COAT.*

Basis of Payment. This work shall be included in the contract unit price bid per square yard for PROTECTIVE COAT and no additional compensation will be allowed.

STORM SEWER, WATER MAIN QUALITY PIPE

Description. This work shall be done in accordance with Section 550 and 561 of the Standard Specifications insofar as applicable, the applicable portions of the Standard Specifications for Water and Sewer Construction in Illinois, and the following provisions.

Materials. Materials shall be concrete pressure pipe, ductile iron pipe, or plastic pipe as follows:

Concrete pressure pipe shall be in accordance with Section 550 of the Standard Specifications and Article 40-2.01A of the Standard Specifications for Water and Sewer Construction in Illinois.

Ductile Iron Pipe:

1. Bell and spigot pipe: American National Standard. ANSI A21.51 (AWWA C151) Class 52.
2. Pit casted pipe shall not be allowed.
3. Pipe and fittings shall have an outside bituminous coating with an inside cement lining in accordance with American Standard's Association A.S.A. A21.4 (AWWA C104) Specifications.
4. Shall have a rated working pressure of three hundred fifty (350) psi plus a surge allowance of one hundred (100) psi. Thickness design shall be in conformance with ANSI/AWWA C150 requirements.
5. Pipe joints shall be mechanical joint or push on joint ductile iron pipe and fittings in accordance with A.S.A. A21.11 (AWWA C111). Retainer glands shall be required on all fittings.

Plastic pipe shall be in accordance with Article 40-2.01C of the Standard Specifications for Water and Sewer Construction in Illinois.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWER, WATER MAIN QUALITY PIPE of the type and size specified, which price will include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications.

DUCTILE IRON WATER MAIN

Description. This work shall consist of furnishing and installing water main of the size and type specified along with any necessary fittings and pipe restraint. This work shall be in accordance with the applicable portions of Section 561 of the Standard Specifications, "Standard Specification for Water and Sewer Construction in Illinois", the details contained in the plans, and the following.

Materials. Materials shall be as follows:

1. Water mains and fittings shall be constructed of ductile iron pipe conforming to the following specifications:
 - a. Bell and spigot pipe: ANSI 21.51 (AWWA C151) Class 52.
 - b. Pit casted pipe shall not be allowed.
 - c. Pipe and fittings shall have an outside bituminous coating with an inside cement lining in accordance with ANSI A21.4 (AWWA C104) Specifications.
 - d. Shall have a rated working pressure of three hundred fifty (350) psi plus a surge allowance of one hundred (100) psi. Thickness design shall be in conformance with ANSI/AWWA C150 requirements.
2. Pipe joints shall be mechanical joint or push on joint ductile iron pipe and fittings in accordance with ANSI A21.11 (AWWA C111). Retainer glands shall be required on all fittings. Lengths of pipe restraint shall be determined from manufacturers installation specifications.

All water main pipe and fittings shall be stamped manufactured in the United States of America. The contractor shall submit catalog cuts for the water main pipe and fittings for approval by the Engineer before the start of construction.

All proposed ductile iron pipe shall be wrapped in a black, cross-laminated, linear low density polyethylene encasement a minimum of 8 mils thick. Polyethylene encasement materials and installation methods shall conform to ANSI/AWWA C105/A21.5, using "Method A" or "Method C" installation. Any rips or punctures in the encasement shall be repaired prior to backfilling of the pipe.

Thrust blocking shall be provided as designated in Section 41 of the Standard Specifications for Water and Sewer Construction in Illinois and shall be accomplished using a joint restraint system consisting of MEGALUG mechanical joint restraints designed for the type of piping on which it shall be installed. Mechanical thrust restraint shall utilize multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10-03. Preformed concrete block thrust blocking shall be provided at all bends greater than 10 degrees, at all mechanical joint connections, and at all fire hydrants. Poured-in-place concrete thrust blocks are not allowed.

A continuous, 10-gauge solid insulated copper tracer wire shall be installed along all water main and hydrant branch lines. The tracer wire shall be carefully placed along the top of the pipe and securely taped in three locations along the pipe prior to placing initial backfill. Any splices in the copper wire shall be soldered and fitted with an insulated watertight boot. Tracer wire shall be brought to grade at all fire hydrants along the outside of the hydrant barrel and terminated in a flush-type access box. Wire connection to the access box shall have a minimum of 24" of slack to permit removal of the lid with the wire intact.

Testing. All construction and testing of the water main and related appurtenances shall conform to the applicable requirements of Section 41 of the Standard Specifications for Water and Sewer Construction in Illinois. The City

Water Department shall be notified a minimum of forty-eight hours prior to the start of any testing. Testing shall take place for the entire length of water main constructed and shall consist of the following tests:

- Pressure Test
- Leakage Test
- Fire Service Test

The pressure and leakage tests for all water mains shall be conducted at a pressure of 150 psi. Tapped plugs with temporary flushing risers may be required for testing the water main. Proper blocking must be in place during testing. All water mains and appurtenances shall be tested at 150 psi for a two-hour period. The Contractor shall submit a map identifying all of the water main pressure tested, identifying multiple pressure tests if they are used.

The leakage test shall be completed in accordance with Section 41-2.14C of the Standard Specifications for Water and Sewer Construction in Illinois.

All fire service testing described below shall require a minimum of forty-eight hours' notice to the Water Department and the Building Inspector. The City will be present to witness all tests and will contact the DeKalb Fire Department, 815-748-8460, to be in attendance. The fire service shall be subjected to a hydrostatic pressure of 200 psi or 50 psi in excess of the system working pressure, whichever is greater, and shall maintain that pressure without loss for two hours. (NFPA 13, Chapter 10.10.2.2.1)

All testing shall be completed prior to the removal of the existing main. The Engineer shall be notified prior to the execution of any testing procedure. Should the Contractor fail to notify the Engineer, the tests shall be repeated under the Engineer's supervision at the Contractor's expense.

Disinfection. Disinfection of the water main shall conform to Section 41-2.15 of the Standard Specifications for Water and Sewer Construction in Illinois. The Engineer and the City shall be notified prior to any disinfection-related work. All water mains and appurtenances shall be disinfected before they are put into service. The installer is responsible for disinfecting the mains. After completion of the leakage testing, disinfection of the water main shall be in accordance with AWWA C651-99, Standard for Disinfection of Water Mains. Disinfection of the water main shall use the liquid chlorine form and the continuous feed method. 50ppm concentration at the start; 25ppm after 24 hours.

After final flushing of the disinfected water main, bacteriological testing shall be performed in accordance with AWWA C651-99 and the provisions of the Illinois Environmental Protection Agency Public Water Supply Construction Permit. The chlorine residual at the time of bacteriological testing shall not be in excess of that residual present at the points of connection to the existing system. The City may collect their own additional samples for verification of contractor's results. Original bacteriological test results from the testing laboratory, certified by the Illinois Department of Public Health, are to be submitted to the City. The Contractor shall also submit a map of the water main identifying all of the sample locations. All water mains must be shown to be free of bacterial contamination before being placed into service. Satisfactory disinfection is demonstrated when two consecutive water samples, collected at least twenty-four hours apart, indicate no bacterial contamination. The original test results, the sample location map, and the construction permit shall all be transmitted by the City to the Illinois Environmental Protection Agency for approval of the IEPA water main permit.

Cost to provide all disinfection and testing shall be included in the price of water main.

Construction Requirements. All water main components shall be installed to maintain a minimum depth of 5.5 feet below proposed finished grade to the top of pipe. Variations from these standards will require approval of the Engineer.

All water main and sewer horizontal and vertical separation shall conform to the latest version of the Standard Specifications for Water & Sewer Construction in Illinois. Reference to these standards should be made when it is impossible to meet separation requirements for casing pipe requirements. Where the proposed water main cannot maintain the required separation from the existing sanitary and storm sewers, the water main of the size and type specified shall be placed in a casing pipe which extends a minimum of ten feet to each side of the crossing or as specified in the plans.

Existing pipelines shall be properly supported during construction of the water main so that cracking and leakage or failure of the existing pipeline does not occur. Fittings (bends, tees, crosses, etc.) in all ductile iron pipe systems shall be restrained to prevent joint separation. Thrust restraint design shall be in accordance with the procedures of the AWWA Manual of Water Supply Practices - M41, Second Edition. Dead end water main ends with caps or plugs shall be mechanically restrained for three joints prior to the dead end in addition to concrete thrust blocking. Restraint harness for push-on bells of ductile iron pipe shall be used on all water main pipe joints within proposed encasement pipe.

Pipe bedding, haunching, and initial backfill shall be of gradation CA-6 from 4 inches below the pipe to a depth 12" above the top of pipe as shown on the detail for Trench Backfill, Special included in the plans.

The contractor shall notify the Engineer of any planned shutdown of existing water mains a minimum of 48 hours in advance of this work to properly notify residents. Residents shall not be without water supply for a period lasting more than 4 hours at any given time. Water main shutdowns shall not occur without approval by the Engineer and proper notification to residents affected.

No new water main should be connected to the existing water main unless the new water main can be pressure tested separately. Connection to an existing water main shall be done by pressure connection only unless authorized by the Engineer. Pressure connection and valve shall be located within the valve vault. No pressure connection shall be within 3 feet of an existing water main joint. If a pressure connection cannot be done, a cut in sleeve and tee connection shall be used. All fittings shall be swabbed out with a chlorine solution of at least 50 mg/L as approved by the City of DeKalb Public Works Department.

Method of Measurement. Water main will be measured for payment in place in feet. The length measured will include stops fittings and valves.

Water main installed in casing pipe will be measured for payment in place in feet of water main pipe installed within the ends of water main encasement.

Basis of Payment. All of the above, except for water main encasement pipe and water main installed within casing pipe, will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN of the diameter specified which price will include all fittings, polyethylene encasement, thrust blocking, tracer wire, tracer wire access boxes, testing, disinfection, cutting, capping, and connections to existing water mains to remain in place.

Water main installed within encasement pipe will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, RESTRAINED JOINT PIPE of the diameter specified.

WATER MAIN ENCASEMENT

Description. This work shall consist of furnishing and installing casing pipe where water main crosses below the river. This work shall be in accordance with the applicable portions of the Standard Specifications for Water and Sewer Construction in Illinois, the details contained in the plans, and the following.

Materials. Water main encasement material shall be ASTM A-139, Grade "B" with a minimum inner diameter of 30". The water main shall be installed through the center of the encasement pipe using stainless steel casing spacers. A minimum of two supports shall be used per pipe for lengths up to 12.5 feet, and a minimum of three supports shall be used for lengths greater than 12.5 feet, or per manufacturer's recommendation.

Restraint harness for push-on bells of ductile iron pipe shall be used on all water main pipe joints within the proposed encasement pipe. The ends of the encasement pipe shall be sealed using a pull over type rubber end seal secured with stainless steel bands to preclude entrance of foreign material into the encasement, which might prevent ready removal of the water main at some future date. The Contractor may install larger-diameter pipe than called for above, if he believes it would be beneficial to placement or pipe stability, at no extra cost.

Basis of Payment. This work will be measured for payment in place in feet as STEEL CASING PIPE AUGERED AND JACKED, 30".

The water main installed within the casing pipe will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, RESTRAINED JOINT PIPE of the diameter specified, which price will include the joint restraints.

The Contractor shall provide catalog cuts for all appurtenant items pertaining to WATER MAIN ENCASEMENT and DUCTILE IRON WATER MAIN, RESTRAINED JOINT PIPE prior to the start of construction for approval by the Engineer.

CUT AND CAP EXISTING WATER MAIN

Description. This work shall be done in accordance with the current edition of the Standard Specs Water and Sewer Construction in Illinois insofar as applicable and the following provisions. This work shall consist of "cutting and capping" existing water main at the locations shown on the plans or as directed by the Engineer.

Basis of Payment. This work will be included in the contract unit price for the various sizes of water main to be installed. The work will include all labor, equipment, trench backfill, and fittings to complete the work.

WATER MAIN REMOVAL

Description. This work shall consist of removing portions of the existing water main as shown on the plans or as directed by the Engineer. This work shall be done in accordance with the Standard Specifications for Water and Sewer Construction in Illinois insofar as applicable and the following provisions.

Construction Requirements. Existing water main pipe scheduled for removal shall be completely removed and disposed of by the Contractor. This work shall include dewatering (if necessary), excavating down to the existing water main, removal, disposal, backfilling the excavated trench, and all other labor, materials, and equipment necessary to complete the removal of the existing water main.

Trench Backfill shall be in accordance with the Trench Backfill special provisions herein.

Method of Measurement. This work will be measured for payment in feet of existing water main removed.

Basis of Payment. This work will be paid for at the contract unit price per foot for WATER MAIN REMOVAL of the diameter specified.

WATER VALVES

Description. This work shall consist of furnishing and installing valves in vaults, of the size and type specified. This work shall be in accordance with the applicable portions of the Standard Specifications for Water and Sewer Construction in Illinois, the details contained in the plans, and the following.

Materials. All water valves shall be in accordance with Section 42 of the Standard Specifications for Water and Sewer Construction in Illinois and meet the following requirements:

Type: Resilient Wedge Gate Valve
Size: 6" to 12" Diameter
Connections: Mechanical Joint per AWWA C111
Operating Nut: 2" Square – Open Left
Stem: Non-Rising Stem
Coating: Exterior Epoxy and Interior Epoxy Coating per AWWA C550
Seals: O-ring seals
Wedge: Solid iron encapsulated with rubber
Approved manufacturers and models include:
 Mueller A2360-XX Resilient Wedge Gate Valve with MJ Ends
 Clow ULFM – AWWA R/W Valve F-6100
 Waterous RW AWWA C-509

All below grade factory installed bolts and fasteners shall be 304-grade stainless steel.

The Contractor shall provide catalog cuts for all appurtenant items pertaining to water valves prior to the start of construction for approval by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER VALVES of the size specified, which price will include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications.

VALVE VAULTS

Description. This work shall consist of furnishing and installing valve vaults, of the size and type specified. This work will be in accordance with the applicable portions of the Standard Specifications for Water and Sewer Construction in Illinois, the details contained in the plans, and the following.

Materials. Valve vaults shall be precast concrete meeting the requirements of Section 32-4 of the Standard Specifications for Water and Sewer Construction in Illinois and the details in the plans. Barrel sections shall be sealed using a butyl rubber or rubber strip. A maximum of 8-inches of adjusting rings shall be used. All valve vault structures shall have lids furnished with "WATER" cast into the top surface and contain a concealed pick hole. The valve shall be supported on concrete blocks. All wall penetrations shall be filled and finished smooth with non-shrink grout and barrel sections shall be sealed using a butyl rubber or rubber strip to form a water-tight seal.

Basis of Payment. This work will be paid for at the contract unit price per each for VALVE VAULTS of the size, type, and grate specified, which price will include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications.

CONNECTION TO EXISTING WATER MAIN

Description. This work shall consist of installing tapping connections of the proposed water main to the existing live water main at locations designated on the plans. This work shall be in accordance with the requirements of Section 46 of the Standard Specifications for Water and Sewer Construction in Illinois.

Materials. Tapping sleeves shall be ductile iron with mechanical joint connections meeting the following requirements:

- Outlet flange drilling complies with ASME/ANSI B16.42 class 150
- Certified ANSI/NSF 61
- Ductile Iron body with ¾" NPT test plug

All nuts, bolts and washers shall be Type 304 stainless steel or better. Tapping sleeves shall be rated with a working pressure of 150 psi and be capable of withstanding a test pressure of 225 psi. A test port shall be provided to facilitate pressure testing the apparatus prior to cutting the main.

All tapping connections shall be located within a precast concrete valve vault. Tapping valves shall meet the following criteria:

Tapping Valve – Valves shall meet the requirements of AWWA C509.
Type: Resilient Wedge Tapping Valve
Connections: Mechanical Joint x Flanged End
Operating Nut: 2" Square – Open Left
Stem: Non-Rising Stem
Coating: Interior and Exterior Epoxy Coating per AWWA C550
Seals: O-ring seals
Wedge: Solid iron encapsulated with rubber

Valve vaults shall be in accordance with the special provision for VALVE VAULTS.

The Contractor shall provide catalog cuts for all appurtenant items pertaining to tapping valves and valve vaults prior to the start of construction for approval by the Engineer.

Construction Requirements. All water taps shall require a minimum of 48 hours notice to the City Water Department prior to this work being performed. This item shall include making a permanent branch connection to the existing water main by performing a live tap of the existing pipe while in continuous service. This shall include preparation of the site and the existing pipe, furnishing, placement and set-up of the tapping sleeve, tapping valve, tapping machine and ancillary equipment, testing the equipment prior to making the tap and performing the tapping procedure.

The site of the proposed tap shall be excavated to the dimensions necessary to install and secure the tapping equipment and support the existing pipe. The tapping equipment shall be supported such that it does not impose any external load upon the existing pipe. The existing pipe shall be excavated around its full circumference to

provide for placement of the tapping sleeve. The existing pipe shall be supported as required to compensate for the removed pipe bedding, haunch and backfill removed.

The Contractor shall be responsible for verifying the size and type of existing water main to be tapped prior to procuring the tapping sleeve. The full circumference of the outer surface of the existing main within the limits of the tapping sleeve shall be thoroughly cleaned. The outer surface of the existing watermain and the inner surface of the tapping sleeve and gasket shall be disinfected with a 1% chlorine solution prior to installation.

The complete apparatus, including the tapping sleeve, tapping valve, and tapping machine shall be pressure tested to 120 psi as a complete unit prior to cutting the main. Following completion of the pressure connection, the tapping sleeve and valve shall be placed within a valve vault. Trench backfill, consisting of CA-6, shall be placed, and compacted up to existing grade to maintain vehicular access in accordance with the provisions for Trench Backfill, Special.

Method of Measurement. Pressure connections will be measured per each pressure connection installed.

Valve Vaults will be measured separately in place per each.

Basis of Payment. This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN of the size specified which price will include all labor, equipment, materials, excavation, preparation, pipe supports, tapping sleeve, tapping valve, bedding, backfill and all ancillary materials and equipment. This will also include the use of the tapping machine, disposal of surplus materials and all testing.

Valve Vaults will be paid for separately per each according to the special provision for VALVE VAULTS.

SANITARY SEWER REMOVAL

Description. This work shall consist of the removal of sanitary sewers.

Construction Requirements. Existing sanitary sewers shall be removed and disposed of according to Article 202.03. Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 and the Trench Backfill, Special detail in the plans.

Method of Measurement. Removal of sanitary sewers will be measured in place in feet.

Basis of Payment. This work will be paid for at the contract unit price per foot for SANITARY SEWER REMOVAL of the size specified, which price will include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications.

SANITARY FORCE MAIN REMOVAL

Description. This work shall consist of the removal of sanitary force main sewer.

Construction Requirements. The contractor shall contact KWRD at least 48 hours before starting the removal work. Contact information is Kishwaukee Water Reclamation District, 1301 Sycamore Road, DeKalb, Illinois 60115, mail@kishwrd.com, phone 815-762-1933.

Existing sanitary force mains shall be removed and disposed of according to Article 202.03. Excavation of trenches shall be performed according to the applicable requirements of Article 550.04.

See the special provision for SANITARY SEWER BYPASS PUMPING for additional requirements.

Method of Measurement. Removal of sanitary force mains will be measured in place in feet.

Basis of Payment. This work will be paid for at the contract unit price per foot for SANITARY FORCE MAIN REMOVAL of the size specified, which price will include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications.

SANITARY MANHOLES

Description. This work shall consist of constructing sanitary manholes of the diameter shown, with new frames and lids at locations shown in the plans. This work shall be in accordance with the applicable portions of Section 602 of the Standard Specifications, Section 32 of the Standard Specifications for Water and Sewer Construction in Illinois, and the Kishwaukee Water Reclamation District details in the plans.

Construction Requirements. The manholes will be constructed to intercept existing sanitary sewers. All work and materials required to remove and dispose portions of existing pipes, and subsequent connection of the existing pipes to the new manholes, and proper sealing of the connections shall be included.

Basis of Payment. This work will be paid for at contract unit price per each for MANHOLES SANITARY, of the specified DIAMETER, TYPE 1 FRAME, CLOSED LID. This price will include all labor, materials, and equipment necessary to complete this item in accordance with the plans and specifications.

SANITARY SEWER

Description. This work shall consist of constructing sanitary sewer in accordance with the applicable portions of Section 551 of the Standard Specifications, the Standard Specifications for Water and Sewer Construction in Illinois, and the following provisions.

Materials. All sanitary sewer pipe shall be polyvinyl chloride (PVC) conforming to ASTM 3034 type PSM for sizes 4" – 15" and ASTM F-679 (latest edition) for sizes 18" – 48". The pipe shall have a minimum standard dimension ratio (SDR) of 26 and a minimum cell classification of 12454-B or 12364-C conforming to ASTM D 1784. All joints shall contain flexible elastomeric seals and conform to ASTM D 3212 and F 477.

Method of Measurement. Sanitary sewer pipe will be measured in place per foot. No deductions in length will be made for tees, fittings, or manholes. Where sanitary sewers are connected to manholes or special structures, the length of sanitary sewer shall extend to the nearest inside wall of the manhole or special structure.

Basis of Payment. This work will be paid for at the contract unit price per foot for SANITARY SEWER of the size specified, which price will include all labor, materials, equipment, and fittings necessary to complete this item in accordance with the plans and specifications.

SANITARY FORCE MAIN

Description. This work shall consist of constructing sanitary force main sewer in accordance with the applicable portions of the Standard Specifications for Water and Sewer Construction in Illinois, and the following provisions.

Materials. All sanitary sewer pipe shall be ductile iron, conforming to ANSI A 21.51 (AWWA C151), class or thickness per ANSI A 21.50 (AWWA C150), hydrogen sulfide resistant lined, with rubber gasket push-on joints or rubber gasket mechanical joints. Corrosion protection shall consist of a bituminous coating in accordance with AWWA C151 and C110, and encasement of 8-mil thick polyethylene sheeting in accordance with AWWA C105. Ductile iron pipe fittings shall have a pressure rating of 350 psi and shall meet the requirements of AWWA C110 or AWWA C153 as applicable.

Method of Measurement. Sanitary force main sewer pipe will be measured in place per foot. No deductions in length will be made for tees, fittings, or manholes.

Basis of Payment. This work will be paid for at the contract unit price per foot for SANITARY FORCE MAIN of the size specified, which price will include all labor, materials, equipment, and fittings necessary to complete this item in accordance with the plans and specifications.

SANITARY MANHOLES TO BE RECONSTRUCTED

Description. This work shall consist of removing the top portion of sanitary manholes, patching walls, and installing new flat tops. The work shall be done in accordance with the applicable portions of Section 605 of the Standard Specifications, the Standard Specifications for Water and Sewer Construction in Illinois, and the requirements of the Kishwaukee Water Reclamation District (KWRD).

Construction Requirements. The work shall be performed in a manner approved by the Engineer. The frame and lid, and all barrel sections above the existing sewers to remain, shall be removed and disposed of properly. The bottom portion of the manhole will remain in place. Any damage caused by removal operations shall be repaired. All wall penetrations from pipes to be abandoned shall be sealed with Class SI concrete and finished to match the contour of the manhole. A new full-slab flat top will be installed on the remaining manhole and properly sealed in accordance with KWRD details. The excavated area will be filled with trench backfill and compacted.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE RECONSTRUCTED, which price will include all labor, equipment, and materials including trench backfill, necessary to complete this item in accordance with the plans and specifications.

SANITARY SEWER BYPASS PUMPING

Description. This work shall consist of developing and implementing a temporary pumping system to divert sanitary sewer flow around the work area while installation of the proposed work is performed. The work will be in accordance with all applicable local, state, and federal regulations.

Requirements. The contractor shall design the bypass system to handle the flows of the existing system. The plan shall be approved by the Kishwaukee Water Reclamation District (KWRD) before construction of the sanitary sewers can begin. The system shall include 100% redundant pumping capabilities at all times, including pumps and piping. It shall include upstream and downstream flow monitoring units to ensure proper flow is maintained.

The design flow in the sewer at Manhole #2603 on Lucinda Avenue is ____

The design flow in the sanitary force main at North First Street is 650 gallons per minute.

The system shall be designed to minimize impacts to vehicular and pedestrian traffic flow. If road or sidewalk crossing are necessary, they shall be coordinated with the traffic control plan.

The contractor shall provide a spill prevention and emergency response plan to KWRD for their approval. The plan will include identification of all receiving waterways and storm sewers, and the methods to prevent sewage from entering those areas. It will outline the equipment and personnel to be used in the event of an emergency. Contact information (direct phone numbers) shall be provided for three contractor representatives who will be available at all times to respond.

Materials. Provide fully automatic, self-priming or submersible pumps. The pumps may be electric motor driven or diesel powered. All pumps must be capable of dry running to accommodate the cyclical nature of sanitary sewer flow. Provide automatic controls for start-up on high level and stop on low level. The permitted noise level of all pumping equipment is a maximum of 70 decibels at 5 feet from the device.

Provide discharge pipe manifolds for the primary and backup pumps. The discharge systems shall be constructed of steel pipes with quick-disconnect joints or fused high-density polyethylene pipe only. Discharge hose will be only as allowed by the KWRD.

Installation and Removal. The temporary bypass pumping system shall be installed in locations to minimize impacts to existing utilities and facilities. The contractor shall protect and cause repair of all damages to utilities, the pumping system, and the sewer system resulting from his actions.

The sewers at Lucinda Avenue will need to be bypassed in two locations. It is anticipated that each location can be diverted to a parallel sewer line with a manhole less than 50 feet away. One location is approximately 170 feet south of Lucinda Avenue on the west side of the Kishwaukee River. The second location is just west of the intersection of Lucinda Avenue and Kishwaukee Drive.

The force main at N. First Street may be diverted to the existing manhole in the driveway on the west side of N. First Street approximately 180 feet north of the Kishwaukee River. The contractor shall have the option to connect directly to the manhole which would allow use of the existing pump station, or to divert the flow from the location of the proposed sewer relocation, or another method if approved by KWRD. Access to the driveway shall be maintained at all times.

Adhere to all OSHA and other requirements for working in confined spaces. The contractor shall make connections to existing manholes and construct temporary bypass pumping structures as may be necessary to provide adequate suction pipes. Blocking or plugging of sewage flows shall incorporate a primary and secondary plugging device. When plugging is no longer needed, the plugging or blocking devices shall be removed in a manner that permits the flow to slowly return to normal without any surcharge or major disturbances downstream.

Upon completion of bypass pumping, the contractor shall remove all equipment and materials and restore areas disturbed by the temporary operations to their previous existing condition.

Operation. It is essential that operation of the existing sanitary sewer system is not interrupted at any time throughout the duration of the project. The contractor shall provide, operate, and maintain all temporary facilities

necessary to make up a complete system that will intercept the sewage flow before it reaches the point where it impacts the work, carry it past the work, and return it to the existing sewer downstream of the work. Sewage will be pumped from existing upstream manholes to existing downstream manholes. The downstream manholes may be on a different sewer line than the upstream manholes if approved by the KWRD. Bypass flow will be maintained so that it does not surcharge or cause damage to the existing sewer system and public and private property.

In the event of a surcharge or any other malfunction of the temporary system, the spill prevention and emergency response plan shall be implemented immediately.

Basis of Payment. This work will be paid for at the contract lump sum price for SANITARY SEWER BYPASS PUMPING, at the designated location, which price will include all labor, materials, equipment, and energy costs necessary to install, operate, maintain, and remove the system in accordance with the plans and specifications.

SANITARY SEWER TESTING

Description. This work shall consist of testing of new sanitary sewers and new sanitary force mains as required by the Kishwaukee Water Reclamation District (KWRD).

Requirements. The contractor shall contact KWRD at least 48 hours in advance to schedule the sanitary sewer testing. Contact information is Kishwaukee Water Reclamation District, 1301 Sycamore Road, DeKalb, Illinois 60115, mail@kishwrd.com, phone 815-762-1933.

Basis of Payment. This work will be paid for at the lump sum price for SANITARY SEWER TESTING, which price shall include all coordination and testing procedures required.

DETOUR SIGNING

Description. This work shall consist of providing, installing, maintaining, and removing the signs shown in the plans for the detours of the Lucinda Avenue bridge closure and the North First Street bridge closure.

Materials. The materials for the signs and posts shall be in accordance with Sections 720 and 729 or 730 of the Standard Specifications insofar as applicable.

Construction Requirements. Signs shall be installed at the locations shown in the plans or as directed by the Engineer and kept covered until the detour is placed in effect. Once the detour is placed in effect, the signs shall be uncovered and barricades placed as shown on the Detour Plan and Detour Detail. All signs, lights, and barricades shall be maintained in working order 24 hours per day, 7 days per week by the Contractor.

When the detour is no longer needed, as approved by the Engineer, the signs shall be covered or removed.

Basis of Payment. This work will not be paid for separately but will be included in the contract lump sum price for DETOUR SIGNING, which will be payment in full for providing, installing, maintaining, and removing all signs necessary for the detour shown in the plans.

CONCRETE TRUCK WASHOUT

Description. This work shall consist of providing and maintaining a concrete truck washout to contain concrete liquids when chutes of concrete trucks are rinsed out after delivery of concrete to the construction site. The washout facility functions to consolidate solids for disposal and prevent the runoff of liquids associated with concrete. The plans include details for constructing non-portable facilities.

General Requirements. The Contractor shall submit a plan for his/her proposed concrete truck washout facility to the Engineer for approval at least 10 days prior to the first concrete pour. The concrete truck washout facility shall be in place prior to any delivery of concrete to the construction site. The concrete truck washout shall be located at least 50 feet from storm drain structures, open drainage facilities, or water bodies. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking. A sign shall be installed adjacent to each concrete truck washout to inform concrete equipment operators of the designated washout facility.

Design. Two types of concrete truck washout facilities are available for use on this project:

1. Prefabricated portable facilities as approved by the Engineer
2. Non-portable facilities
 - a. Above Grade: Constructed using barrier wall and polyethylene sheeting. Barrier walls are constructed to create a berm with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects which may compromise the impermeability of the material. Sandbags are used to hold the sheeting in place on top of the berm. Sheeting must extend over the entire basin and berm to prevent discharge of liquids or solids.
 - b. Below Grade: Constructed via excavation and the use of polyethylene sheeting and sandbags. A pit is first excavated at a designated location with a single sheet of 10-mil polyethylene sheeting which is free of holes tears, or other defects, which may compromise the impermeability of the material. Sandbags are placed around the perimeter to hold the sheeting in place to prevent discharge of liquids or solids.
3. Size of Concrete Truck Washouts: The number and size of the concrete truck washout facilities is to be determined by the Contractor. It is his/her responsibility to provide enough storage for the excess concrete and water produced from the construction activities.

Inspection, Maintenance and Removal.

1. Concrete truck washout facilities shall be inspected by the Engineer during his/her weekly erosion and sediment control inspection per the requirements of the SWPPP. The inspector is to ensure there are no leaks, spills, and the capacity of the facility has not yet been compromised.
2. Any overflowing of the concrete truck washout onto the ground shall be cleaned up and removed within 24 hours of discovery.
3. If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the concrete truck washout and secured to prevent accumulation and overflow of the facility.

4. Contents of each facility are not to exceed 75% of the design capacity. If contents reach 75% capacity, discontinue pouring concrete until the facility has been cleaned out.
5. The slurry shall be allowed to evaporate and then be removed from the site in a safe manner, for example with a vacuum truck. All hardened material shall be removed and disposed of properly.
6. If a lined facility is used, immediately replace the liner if it becomes damaged.
7. Remove the concrete truck washout facilities when they are no longer needed and restore the disturbed areas to their original condition.
8. The locations of these facilities and any changes to the locations shall be shown on the SWPPP.

Basis of Payment. This work will be paid for at the contract unit price per lump sum for CONCRETE TRUCK WASHOUT.

COMPLETION DATE PLUS WORKING DAYS

The Contractor shall complete all work required to allow the bridges and approach roadways to be open to vehicular traffic on or before August 16, 2023. After the completion date, an additional fifteen working days will be allowed to complete the remainder of the work.

EXPLORATION TRENCH, SPECIAL

(Revised January 1, 2007)

This work shall consist of constructing a trench for the purpose of verifying clearances and locations of existing utilities and storm sewers. The exploration trench shall be constructed at the locations directed by the Engineer.

The depth of the trench shall be variable. The width of the trench shall be sufficient to allow proper investigation of the entire trench.

After the trench has been inspected by the Engineer. The excavated material shall be used to backfill the trench in a manner satisfactory to the Engineer. Any excess materials shall be disposed of according to Article 202.03 of the Standard Specifications.

This work will be paid for at the contract unit price per foot (meter) for EXPLORATION TRENCH, SPECIAL.

VIBRATORY ROLLER RESTRICTION

(Effective: November 26, 2013)

The use of vibratory rollers in dynamic mode shall not be allowed on bridge decks and in urban areas that may include aging infrastructure under the roadway. These locations will be determined in the field by the Engineer.

The restriction of dynamic vibratory rollers in these areas shall not waive density requirements.

TEMPORARY INFORMATION SIGNING

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

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

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

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

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

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

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



Storm Water Pollution Prevention Plan



| | | |
|-----------------------------|--|----------------------------------|
| Route FAU 5336, FAU 5352 | Marked Route Lucinda Ave, N. First St | Section Number 18-00193-00-BR |
| Project Number RUS8(742) | County DeKalb | Contract Number 87779 |

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

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

| | |
|---------------|-----------------|
| Signature | Date 4-14-22 |
|---------------|-----------------|

| | | |
|----------------------------|------------------------|--------------------------|
| Print Name Zachary Gill | Title City Engineer | Agency City of DeKalb |
|----------------------------|------------------------|--------------------------|

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:

| |
|--|
| Lucinda Ave bridge and N. First St. bridge over the S. Branch Kishwaukee River in the City of DeKalb. Lucinda: Township 40 North, Range 4 East, Section 22 (41.936411, -88.760522) N First Street: Township 40 North, Range 4 East, Section 14 (41.939399, -88.749923) |
|--|

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

| |
|---|
| Construction involves removing and replacing 2 bridges. Stage 1: Removal of existing bridges and cofferdam installation Stage 2: Install piles in riverbed Stage 3: Construct bridge structure Stage 4: Remove cofferdam and restore full flow through corridor Cofferdams, perimeter erosion control, filter bags will be utilized. |
|---|

C. Provide the estimated duration of this project:

| |
|----------|
| 7 months |
|----------|

D. The total area of the construction site is estimated to be 2.2 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.8 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:

| |
|---|
| Lucinda: 0.69 (Negligible change in pervious before and after) N First St - Before: 0.45 After: 0.49 |
|---|

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

Otter silt loam, 0 to 2 percent slopes, frequently flooded, erosion not likely, K=0.37 (3076A) and Herbert silt loam, 0 to 2 percent slopes, erosion not likely, K=0.32 (62A)

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

A Waters of the US, South Branch Kishwaukee River, was delineated in the project area. One wetland associated with the river was found within the Lucinda Avenue bridge project area (0.01 acre wetland)

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

None of the soil types indicate moderate or highly erosive areas in the project; potentially erosive areas include those which will be exposed soil during excavation for construction.

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.):

Earth excavation on river banks at both bridges and along a proposed bike path under N. First St.

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

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

City of DeKalb

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

IDOT, City of DeKalb, DeKalb County

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:

South Branch Kishwaukee River, not listed as a biologically significant stream

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.

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.

South Branch Kishwaukee River and associated wetland

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

Hazard Floodway designation by FEMA FIRM map

Historic Preservation

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

TMDL (fill out this section if checked above)

The name(s) of the listed water body:

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

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

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

Other

Wetland

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

Antifreeze / Coolants

Concrete

Concrete Curing Compounds

Concrete Truck Waste

Fertilizers / Pesticides

Paints

Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)

Soil Sediment

Solid Waste Debris

Solvents

Waste water from cleaning construction equipments

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

Other (Specify) _____

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

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

Temporary measures will be implemented on disturbed areas during construction, each area in which work has been completed will be seeded/ sod.

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

Removal of perimeter erosion control barrier will not commence until the permanent seeding has restored the area. All disturbed area shall be seeded/ sodded as soon as practical after construction in that area has concluded. Erosion control blanket will be placed over seeding areas after construction in that area has concluded

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 checked="" type="checkbox"/> Dust Suppression | <input type="checkbox"/> Slope Mattress |
| <input checked="" type="checkbox"/> Dewatering Filtering | <input checked="" type="checkbox"/> Slope Walls |

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

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

Perimeter erosion barrier shall be installed at locations specified in the plans at 1 foot outside the toe of slope or inside the ROW, whichever is closer to the centerline.

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

Riprap and vegetated earth surfaces will reduce erosion.

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.

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

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

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

Description of permanent storm water management controls:

Riprap and vegetated river banks.

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:

All construction activities shall be in accordance with the National Pollutant Discharge Elimination System Storm Water Permit ILR10.

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.

Inspect all erosion control devices weekly and after 0.5" or greater rainfall. Clean and repair as needed. All maintenance of ESC systems is the responsibility of the contractor. When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effecting 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 BMP's which are to be installed and maintained per manufacturer's specifications. Maintenance of Temporary Erosion Control Systems will be as listed in the contract Special Provisions. This will include any repairs to the various temporary erosion control systems, removal of entrapped sediment or cleaning of any silt filter fabric. Outlet protection: Restore dislodged protection at outlet structures and repair erosion as necessary. Remove any sediment buildup that may occur within the riprap. Replace with new riprap as designated by the engineer.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

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



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Public Water Supplies Application for Construction Permit

The regulations referenced in this application are taken from the Illinois Environmental Protection Act, 2007. All subsequent rules, regulations, and violations listed in this document can be found within the Act. This application may be completed online, a copy saved locally, and printed before it is signed and mailed to the Illinois EPA.

- 1. Name of Public Water Supply: City of DeKalb
- 2. Facility ID: IL0370100 County: DeKalb
- 3. Location of Project: Lucinda Avenue at South Branch Kishwaukee River
- 4. Title of Plans: N. First Street and Lucinda Avenue Bridges, Section 18-00193-00-BR

Number of Construction Drawings: _____

- 5. Documents being Submitted:

| | |
|--|--|
| <input checked="" type="checkbox"/> Application for Construction Permit | <input type="checkbox"/> Engineer's Design Summary |
| <input checked="" type="checkbox"/> Schedule A - Cost Estimate | <input type="checkbox"/> Schedule C-I Well Drilling Only |
| <input checked="" type="checkbox"/> Schedule B - Water Main Construction | <input type="checkbox"/> Schedule C-II Well Completion |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Permit Fee (Applicable Water Main Only) |
| <input checked="" type="checkbox"/> Construction Drawings | |

6. Scope of Project:

Project includes removing existing water main that is exposed above the river bottom, and replacing with new 10" ductile iron water main in 30-inch casing pipe minimum five feet beneath the riverbed.

- 7. Illinois Commerce Commission: Are you a privately owned water company subject to Illinois Commerce Commission rules? Yes No
- 8. Infringement on **Other Public Water Supplies**: Will any part of this project be located within the boundaries of an area served by another PWS? Yes No

9. Certifications

NOTE: Each person signing this application certifies that the information in the application is complete and accurate, and that the text of the application has not been changed from the Agency's official construction permit application form.

9.1) Certificate by Design Engineer

I hereby certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

Name Jeffrey A. Meindl, PE Registration Number 064-054021
 Firm Hampton, Lenzini and Renwick, Inc.
 Address 380 Shepard Drive
 City Elgin State IL Zip 60123
 Phone Number (847) 697-6700 Email (optional) _____
Jeffrey A Meindl  _____
 Signature Date 03/08/22

9.2) Certificate by Applicant(s) to Construct

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I/the representative company hereby agree to conform with the Standard Conditions and any Special Conditions made part of this Construction Permit.

Name Bryan Faivre
 Address 1216 Market Street
 City DeKalb State IL Zip 60115 Phone Number (815) 748-2050
Bryan Faivre _____
 Signature Date 3/9/22

9.3) Water Main Fees

Section 16.1 of the Illinois Environmental Protection Act (Act) requires the Agency to collect a fee for certain applications for the installation or extension of water mains. There are no permit fees for other improvements (for example, treatment facilities) to public water supply systems and only certain water main projects are affected. The Agency will not approve any construction application without the required fee. Except for the conditions listed in Section 9.4, the following fee schedule applies per Section 16.1(d) of the Act:

Fee : Total Length of Water Main

\$ 0 : 200 feet or less
 \$ 240 : Greater than 200 feet but not more than 1,000 feet
 \$ 720 : Greater than 1,000 feet, but not more than 5,000 feet
 \$1200 : Greater than 5,000 feet

Please check the appropriate fee; make check or money order payable to: *Treasurer, State of Illinois* and submit along with this application. Any fee remitted to the Agency shall not be refunded at any time or for any reason, either in whole or in part.

9.4) Water Main Fee Exceptions - READ CAREFULLY BEFORE SIGNING THE FOLLOWING

The Water Main Permit fee does not apply to:

- a. Any Department, Agency or Unit of State Government.
- b. Any unit of local government where all of the following conditions are met:
 - i. The cost of the installation or extension is paid wholly from monies of the unit of local government, state grants or loans, federal grants or loans, or any combination thereof.
 - ii. The unit of local government is not given monies, reimbursed or paid, either in whole or in part, by another person (except for State grants or loans or federal grants or loans).

I, Bryan Faivre hereby certify that this project meets the above criteria.
(Unit of local government & signature of authorized official)

DO NOT SIGN HERE UNLESS PROJECT MEETS FEE EXCEPTION CRITERIA.

9.5) Agreement to Furnish Water (this section must be completed if applicable)

The City of DeKalb has agreed to furnish water to the area in which
(City, Town, Village, Water Company or Water Authority)

water main extensions are proposed by Bryan Faivre
(Applicant to construct)

according to plans titled N. First Street and Lucinda Avenue Bridges, Section 18-00193-00-BR
prepared by Hampton, Lenzini and Renwick, Inc.
(Engineering Firm)

The undersigned acknowledges the public water supply's responsibility for examining the plans and specifications to determine the proposed extensions meet local laws, regulations, and ordinances.

Bryan Faivre Director of Utilities & Transportation 3/9/22
Signature of authorized public water supply official Title Date

9.6) Certification by Owner(s) of Completed Public Water Supply Improvement(s)

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I hereby agree to accept ownership of the project upon satisfactory completion.

City of DeKalb IL0370100
Name of Public Water Supply Facility ID

1216 Market Street DeKalb IL 60115
Address City State Zip

Bryan Faivre 3/9/22
Signature of authorized public water supply official Date

Bryan Faivre Director of Utilities and Transportation
Printed name of authorized public water supply official Printed title of authorized public water supply official

NOTE: Applications signed by a person other than a responsible municipal official, corporation officer, or owner, must be accompanied by evidence of authority to sign the applications, unless documentation of such authority is on file with the Division of Public Water Supplies.

Felony Warning: Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)).

This Agency is authorized to require this information under Illinois Compiled Statutes, 415 ILCS 5/39 (2000). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied.

IEPA - DIVISION OF PUBLIC WATER SUPPLIES - PERMIT SECTION
SCHEDULE A - ENGINEER'S COST ESTIMATE

Requests by various agencies and state and federal representatives for information on the cost of water works improvements have been numerous. Therefore, we feel there is a need for obtaining and compiling this information. We would appreciate your cooperation by supplying us with this data with each set of plans and specifications. Please submit the cost data with each of your projects sent in for approval.

1. Name of Public Water Supply City of DeKalb

2. SOURCE

| | | | |
|----|-----------------------------|----------|----------------|
| A. | Stream intake, impoundment. | \$ _____ | |
| B. | Well (s). | \$ _____ | |
| C. | Others | \$ _____ | |
| | | TOTAL | <u>\$ 0.00</u> |

3. TREATMENT

| | | | |
|----|--|----------|----------------|
| A. | Aeration facilities and detention basins. | \$ _____ | |
| B. | High service pumps. | \$ _____ | |
| C. | Filtration and/or ion exchange softening | \$ _____ | |
| D. | Mixing and settling basins and/or flocculation equipment. | \$ _____ | |
| E. | Chlorination and fluoridation equipment. | \$ _____ | |
| F. | Recarbonation, chemical feeders, chemical handling equipment | \$ _____ | |
| G. | Lab, buildings and miscellaneous. | \$ _____ | |
| | | TOTAL | <u>\$ 0.00</u> |

4. WASTE DISPOSAL FACILITIES

| | | | |
|----|--------------------|----------|----------------|
| A. | Pumps and piping. | \$ _____ | |
| B. | Holding structures | \$ _____ | |
| C. | Treatment unit. | \$ _____ | |
| | | TOTAL | <u>\$ 0.00</u> |

5. STORAGE

| | | | |
|----|-----------------------|----------|----------------|
| A. | Ground level tank(s). | \$ _____ | |
| B. | Elevated tank(s). | \$ _____ | |
| C. | Pressure tank(s). | \$ _____ | |
| | | TOTAL | <u>\$ 0.00</u> |

6. DISTRIBUTION SYSTEM

| | | | |
|----|---|---------------|----------------------|
| A. | Feeder mains, booster pump(s) and station(s). | \$ _____ | |
| B. | Water main extension(s) | \$ 187,000.00 | |
| C. | Complete distribution. | \$ _____ | |
| | | TOTAL | <u>\$ 187,000.00</u> |

7. TOTAL PROJECT COST

\$ 187,000.00

IL 532-0843

This Agency is authorized to require this information under Illinois Compiled Statutes, 1415 ILCS 5/39 (1998). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Public Water Supplies, Permit Section Schedule B - Water Main Construction

This form may be completed within Acrobat, a copy saved locally, and printed before it is signed. You may also complete a printed copy manually. Submit the completed and signed form to the Illinois EPA, Division of Public Water Supplies, Permit Section at the address listed above.

Name of Public Water Supply: City of DeKalb

ID# IL: 0370100

Project Title: N. First Street and Lucinda Avenue Bridges

1. Check the appropriate boxes to indicate the specifications to be used for the water main:

- A. Standard Specifications for Water and Sewer Main Construction in Illinois (2014 Edition)
- B. Engineer's approved specifications on file with this Agency
- C. Public Water Supply approved specifications on file with this Agency
- D. Specifications submitted with the plan documents

2. Existing Population served by present supply: 44,000

3. Population to be served by water main extension: 44,000

4. Average daily pumpage from water works: 3.2 (MGD)

5. Maximum day pumpage from water works: 4.9 (MGD)

6. Capacity of water works: 12.1 (MGD)

7. Capacity of raw water source: 12.8 (MGD)

8. Capacity of existing line(s) at connection point(s): 2.1 (MGD)

9. Capacity of proposed water main extension or system: 2.1 (MGD)

10. Normal expected operating pressure on proposed water main extension: 60 (PSI)

11. Minimum expected operating pressure on proposed water main extension: 45 (PSI)

12. Pressure at point of connection at present maximum demand: 60 (PSI)

13. Calculated pressure at point of connection under maximum demand conditions after installation of water main: 60 (PSI)

14. Water mains to be installed must be listed below:

| | | | | | | |
|---------------------|-----|--|--|--|--|--|
| Pipe size (inches) | 10 | | | | | |
| Total Length (feet) | 280 | | | | | |

15. Provide the general material specifications and type of joints:

Ductile Iron Class 52 Pipe with Ductile Iron Restrained Joints (AWWA C151 and AWWA C111)

This Agency is authorized to request this information under 415 ILCS 5/4(b)(2012). Disclosure of this information is voluntary and no penalties will result from the failure to provide the information. However, the absence of the information could prevent your application from being processed or could result in denial of your application from being or could result in denial of your application for certification. This form has been approved by the Forms Management Center.

16. Depth of Cover: 5.5' min., 5' min. under river

17. Disinfection:

A. Chemical Used: _____ HTH

B. Initial Disinfectant Concentration: _____ 50 (mg/L)

C. Final Disinfectant Concentration: _____ 25 (mg/L)

D. Retention Time: _____ 24 (hrs)

E. Provisions must be made for collection of water samples to be collected for bacteriological analysis on two consecutive days taken at 24-hour intervals.

18. Sewer and Water Separation:

Minimum horizontal and vertical separation requirements of this Agency to be followed: Yes No

If "No", explain provisions for protection of water main:

19. List all deviations from this Agency's design criteria and state justifications for deviations.

None

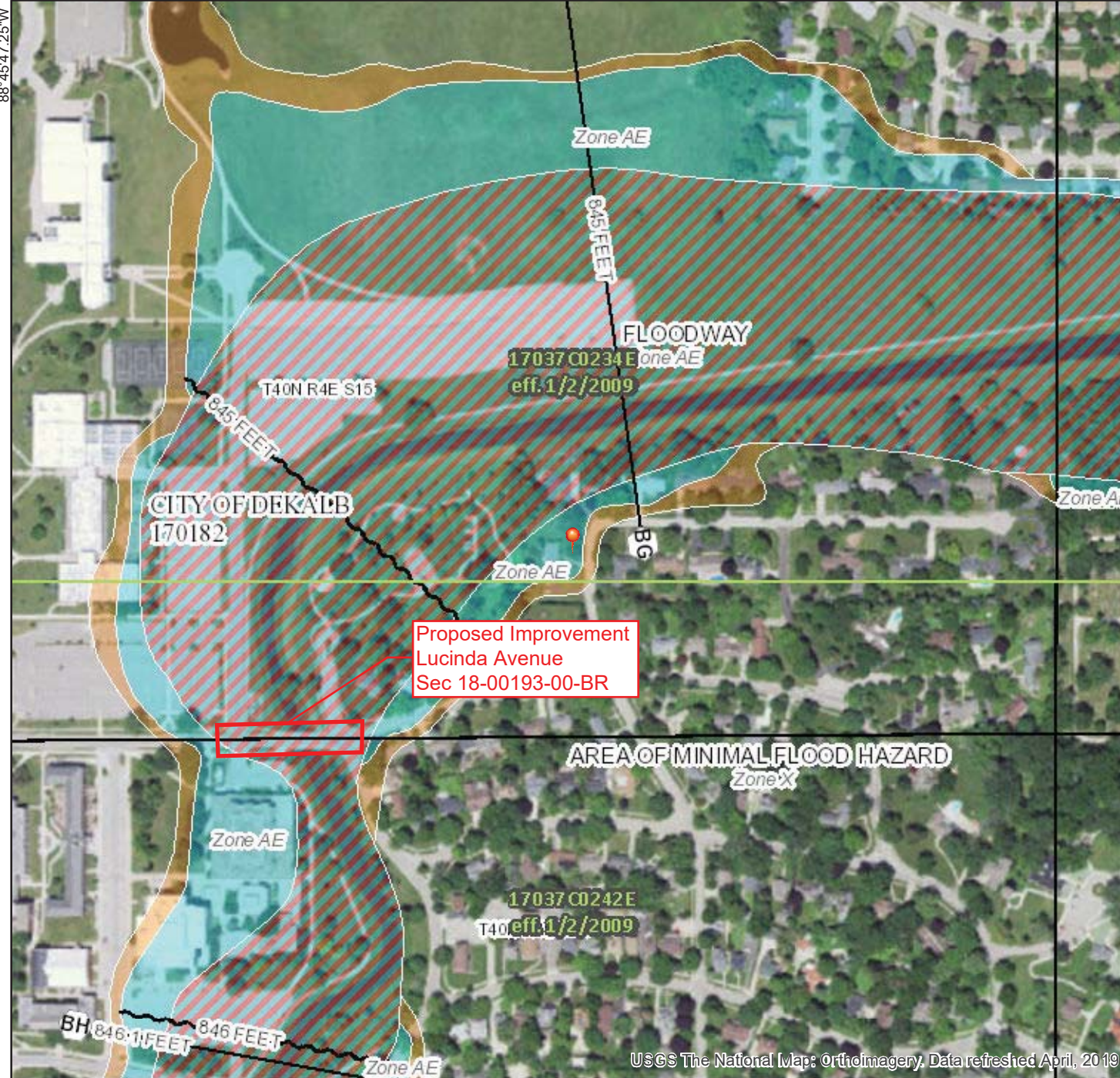
20. Is this project located in a flood plain? Yes No *(Please locate the project site using the FEMA Map Service Center website at: <https://msc.fema.gov/>.)*

If yes, contact the Illinois Department of Natural Resources, Division of Water Resources Management for further permit requirements.

National Flood Hazard Layer FIRMMette



41°56'29.43"N



USGS The National Map: Orthoimagery, Data refreshed April, 2019. 41°56'2.66"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| | | |
|----------------------------|--|--|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE) Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AO, AH, VE, AR |
| | | Regulatory Floodway |

| | | |
|-----------------------------|--|---|
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | | Area with Reduced Flood Risk due to Levee. See Notes. Zone X |
| | | Area with Flood Risk due to Levee Zone D |

| | | |
|--------------------|--|---|
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | | Effective LOMRs |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |

| | | |
|----------------|--|---|
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance |
| | | 17.5 Water Surface Elevation |
| | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| OTHER FEATURES | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |

| | | |
|------------|--|---------------------------|
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

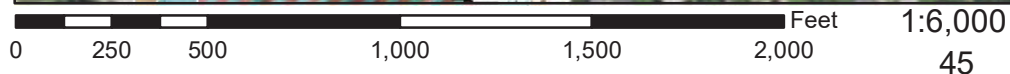
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/30/2020 at 9:10:14 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

88°45'47.25"W

88°45'9.79"W





Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

January 31, 2022

SUBJECT: Permit No. DS2022009
Bridge Replacement – Lucinda Ave
South Branch Kishwaukee River
DeKalb County

Attn: Zachary Gill
City of DeKalb
1216 Market Street
DeKalb, IL 60115

Dear Mr. Gill:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. DS2022009 authorizing the subject project. This approval is based on the determination that the project complies with the rules for Construction in Floodways of Rivers, Lakes and Streams (17 IAC Ch. I, Sec. 3700).

This permit does not supersede any other federal, state or local authorizations that may be required for the project.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension.

Please feel free to contact William Lavelle of my staff at 217/785-3334 if you have any questions concerning this authorization.

Sincerely,

A handwritten signature in blue ink that reads "William B. Milner Jr." with a stylized flourish at the end.

William B. Milner Jr, P.E., CFM
Section Chief, Downstate Regulatory Programs

WBM:WBL

cc: Hampton, Lenzini, and Renwick, Inc. (Joe Frazee)
USACE, Rock Island District (CEMVR-OD-P)
DeKalb County Community Development (Derek Hiland)



PERMIT NO. DS2022009

DATE: January 31, 2022

State of Illinois
Department of Natural Resources, Office of Water Resources

Permission is hereby granted to:


CITY OF DEKALB
1216 MARKET STREET
DEKALB, IL 60115

to replace the existing bridge crossing at Lucinda Avenue with a new 3-span bridge within the jurisdictional floodway of the South Branch Kishwaukee River in Sections 15 & 22, Township 40 North, Range 4 East of the 3rd Principal Meridian in DeKalb County,

in accordance with an application dated July 12, 2021, and the plans and specifications entitled:

PLAN & PROFILE
LUCINDA AVENUE
(Sheet 1 of 1, plot date of 5/24/2021);
GENERAL PLAN & ELEVATION
LUCINDA AVENUE OVER
SOUTH BRANCH KISWUAKEE RIVER
SECTION 18-00193-00-BR
DEKALB COUNTY
STATION 10+00
STRUCTURE NO. 019 -6109
(Sheet 1 of 1, plot date of 5/25/2021).

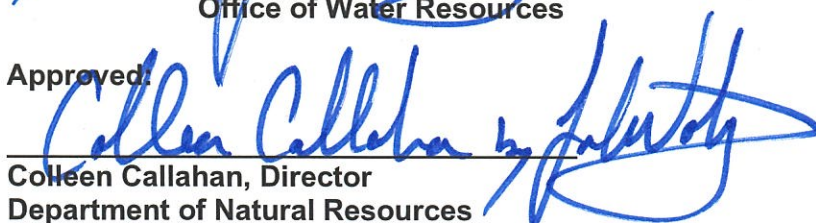
Examined and Recommended:


William B. Milner Jr, Section Chief
Downstate Regulatory Programs

Approval Recommended:


Loren A. Wobig, Director
Office of Water Resources

Approved:


Colleen Callahan, Director
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.

PERMIT NO. DS2022009

THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCAT (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2025, this permit shall cease and be null and void.



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Lucinda Bridge Replacement over Kishwaukee River Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

Lucinda Avenue at the Kishwaukee River

City: DeKalb State: IL Zip Code: 60115

County: DeKalb Township: DeKalb

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.93642 Longitude: -88.76041

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): 04/01/2023 Approximate End Date (mm/dd/yyyy): 11/01/2023

Estimated Volume of debris (cu. Yd.): 300

II. Owner/Operator Information for Source Site

Site Owner

Name: _____ City of DeKalb

Street Address: _____ 200 South 4th Street

PO Box: _____

City: _____ DeKalb State: IL

Zip Code: 60115 Phone: 815.748.2385

Contact: _____ Zachary Gill, PE

Email, if available: zachary.gill@cityofdekalb.com

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)]:

A database review was conducted for historical and current environmental issues in the project area. The site was inspected on October 15, 2020 and March 10, 2022 to identify any potential hazards or indicators of environmental concerns. One sample was taken adjacent to the large transformer located northwest of the site. The sample was submitted to a laboratory for analysis.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

The sample (Sample 1) came back under the MAC table limits for an MSA county outside Chicago and within the specified pH range at 7.82.

Soil samples were collected at 2 feet below ground surface. Lab results and accreditation are attached.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Randal Newkirk, PE (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: Hampton, Lenzini and Renwick, Inc.
Street Address: 380 Shepard Drive
City: Elgin State: IL Zip Code: 60123
Phone: 847.697.6700

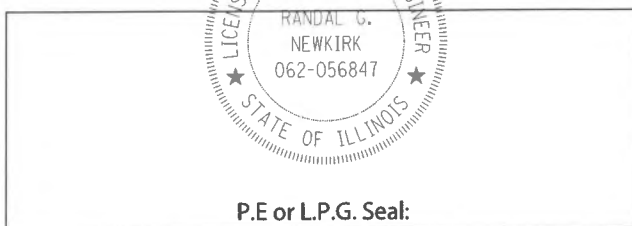
Randal Newkirk, PE
Printed Name:



Licensed Professional Engineer or
Licensed Professional Geologist Signature:

4/1/2022

Date:





Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: North 1st Street Bridge Replacement and Bike Path Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

North 1st Street at the Kishwaukee River

City: DeKalb State: IL Zip Code: 60115

County: DeKalb Township: DeKalb

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.93947 Longitude: -88.74988

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): 04/01/2023 Approximate End Date (mm/dd/yyyy): 11/01/2023

Estimated Volume of debris (cu. Yd.): 300

II. Owner/Operator Information for Source Site

Site Owner

Name: _____ City of DeKalb

Street Address: _____ 200 South 4th Street

PO Box: _____

City: _____ DeKalb State: IL

Zip Code: 60115 Phone: 815.748.2385

Contact: _____ Zachary Gill, PE

Email, if available: zachary.gill@cityofdekalb.com

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)];

See attached.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610];

See attached.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Randal Newkirk, PE (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

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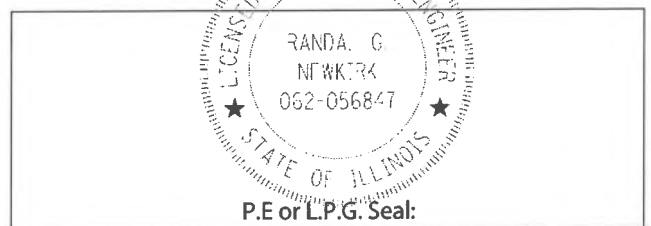
Randal Newkirk, PE
Printed Name: _____



Licensed Professional Engineer or
Licensed Professional Geologist Signature: _____

April 1, 2022

Date: _____





Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

LPC-663 Attachment

III.

- a. A database review was conducted for potentially historical and environmental issues in the project area. The site was inspected on October 15, 2020 and March 10, 2022 to identify any potential hazards or indicators of environmental concerns. Based on the presence of three leaking underground storage tank (LUST) sites and a reported Spill near the project area, six (6) samples were taken. The source of potential contamination was leaking underground storage tanks located near the north and south ends of the project area. The six samples were taken adjacent to the PIPs, see attached map Figure 1-3, to delineate any areas of contamination. The samples were submitted to a laboratory for analysis of potential contamination.
- b. Of the six samples three of them, Samples 2, 4 and 6, came back above the MAC table limits for Semi-VOC constituents of concern. This includes Samples 2, which due to the specific soil matrix of the sample, had detection limits above the MAC table values for 16 constituents of concern. The rest of the samples 1, 3, and 5 and were under the MAC table limits. An exclusion zone is designated for material within samples 2-6, due to the proximity of Samples 3 and 5 to contaminated soil from Samples 2, 4 and 6. Please see Figure 1-4 in the attached documents for the exclusion zone. The exclusion zone is in the northern section of the project area. For Sample 1, the pH limits were between 7.55 and 8.05. Soil samples were collected at 2 feet below ground surface. Lab results and accreditation are attached.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ROCK ISLAND DISTRICT
PO BOX 2004 CLOCK TOWER BUILDING
ROCK ISLAND, ILLINOIS 61204-2004

March 1, 2022

Regulatory Division

SUBJECT: CEMVR-RD-2022-0212 and 2022-0213

Zachary Gill, PE
City of DeKalb
200 S. 4th Street
DeKalb, Illinois 60115

Dear Mr. Gill,

Our office has reviewed the application received February 4, 2022, concerning the proposed bridge replacements over the Kishwaukee River located in Sections 14, 15, and 22, in Township 40 North, Range 4 East, in DeKalb County, Illinois.

The project is covered under Nationwide Permits No. 14 as published in the enclosed Fact Sheet No. 9 (IL), provided you meet the permit conditions for the nationwide permits, which are included in the Fact Sheets. The Corps has also made a determination of no effect on federally threatened and endangered species or critical habitat. The Illinois Environmental Protection Agency (IEPA) has also issued Section 401 Water Quality Certification with conditions for this nationwide permit. Please note these additional conditions included in the Fact Sheet. The decision regarding this action is based on information found in the administrative record, which documents the District's decision-making process, the basis for the decision, and the final decision.

This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. It is your responsibility to remain informed of changes to the nationwide permit program. We will issue a public notice announcing any changes if and when they occur. Furthermore, if you commence or are under contract to commence this activity before the date the nationwide permit is modified or revoked, you will have twelve months from that date to complete your activity under the present terms and conditions of this nationwide permit. If the project plans change, you should contact our office for another determination.

This authorization does not eliminate the requirement that you must still acquire other applicable Federal, state, and local permits. If you have not already coordinated your project with the Illinois Department of Natural Resources – Offices of Water Resources, please contact them at 217/782-3863 to determine if a floodplain development permit is required for your project.

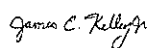
You may contact the IEPA Facility Evaluation Unit at 217/782-3362 to determine whether additional authorizations are required from the IEPA. Please send any electronic correspondence to Epa.401.docs@illinois.gov.

You are required to complete and return the enclosed "Completed Work Certification" form upon completion of your project in accordance with General Condition No. 30 of the nationwide permits.

The Rock Island District Regulatory Division is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to go to our Customer Service Survey found on our website at: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey (Be sure to select "Rock Island District" under the area entitled: Which Corps office did you deal with?)

Should you have any questions, please contact our Regulatory Division by letter, or telephone Ms. Samantha Chavez at 309/794-5104.

Sincerely,


Digitally signed by
KELLEY,JAMES,C.JR.
1230436289
Date: 2022.03.01
11:50:26 -06'00'

James C. Kelley
Acting Chief, Eastern Branch
Regulatory Division

Copy Furnished:

(w/o enclosures)

Mr. William Milner, P.E.
Office of Water Resources
Illinois Dept. of Natural Resources
One Natural Resources Way
Springfield, Illinois 62701-1271
Bill.Milner@illinois.gov

Mr. Darin LeCrone, P.E.
Illinois Environmental Protection Agency
Div. of Water Pollution Control, Sect. 15
1021 N. Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
Darin.LeCrone@illinois.gov

COMPLETED WORK CERTIFICATION

Permit Number: CEMVR-RD-2022-0212 and 2022-0213

Name of Permittee: City of DeKalb

County/State: DeKalb / Illinois

Date of Issuance: March 1, 2022

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

U.S. Army Engineer District, Rock Island
ATTN: Regulatory Division
Clock Tower Building
Post Office Box 2004
Rock Island, Illinois 61204-2004

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

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

Signature of Permittee

Date

SC

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

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

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

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

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

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

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

80384

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 7.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

80029

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

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

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

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

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

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

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

80430

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80427

STRUCTURAL ASSESSMENT REPORTS FOR CONTRACTOR'S MEANS AND METHODS

Effective: March 6, 2009

Revised October 5, 2015

Description. This item shall consist of preparing and submitting, to the Engineer for approval, Structural Assessment Reports (SARs) for proposed work on structure(s) or portions thereof. Unless noted otherwise, a SAR shall be required when the Contractor's means and methods apply loads to the structure or change its structural behavior. A SAR shall be submitted and approved prior to beginning the work covered by that SAR. Separate portions of the work may be covered by separate SARs which may be submitted at different times or as dictated by the Contractor's schedule.

Existing Conditions. An Existing Structure Information Package (ESIP) will be provided by the Department to the Contractor upon request. This package will typically include existing or "As-Built" plans, and the latest National Bridge Inspection Standards (NBIS) inspection report. The availability of structural information from the Department is solely for the convenience and information of the Contractor and shall not relieve the Contractor of the duty to make, and the risk of making, examinations and investigations as required to assess conditions affecting the work. Any data furnished in the ESIP is for information only and does not constitute a part of the Contract. The Department makes no representation or warranty, express or implied, as to the information conveyed or as to any interpretations made from the data.

Removal SARs. A SAR for removal of existing structures, or portions thereof, shall demonstrate that the Contractor's proposed means and methods to accomplish the work do not compromise the structural adequacy of the bridge, or portions thereof that are to remain in service, at any time during the work activities being performed. Each phase of the operation shall be accounted for, as well as the existing condition of the structure.

Construction SARs. A SAR for new construction or for construction utilizing existing components shall demonstrate that the Contractor's proposed means and methods to accomplish the work do not compromise the structural adequacy of the bridge or portions thereof at any time during the work activities being performed. For construction activities applying less than 10 tons (9 metric tons) of total combined weight of equipment and stockpiled materials on the structure at any one time, a SAR submittal shall not be required provided the Contractor submits written verification to the Engineer stating the applied loads do not exceed this threshold. The verification shall be submitted prior to the start of the activity. This SAR exemption shall not relieve the Contractor from responsibility for the structure. A SAR shall be submitted in all cases where the existing structure is posted for less than legal loads or the Contract plans indicate a live load restriction is in place.

Requirements

a) General. All work specified shall be performed according to the Contract plans, Special Provisions and/or Standard Specifications governing that work.

Submittals for falsework and forming for concrete construction shall be according to Articles 503.05 and 503.06 and does not require a SAR. Moving construction equipment across a structure, or portions thereof, open to traffic shall be addressed according to Article 107.16 and does not require a SAR. Operating equipment on an in-service structure and/or using a portion of an in-service structure as a work platform shall require a SAR and Article 107.16 shall not apply.

The Contractor may move vehicles across the existing bridge without a SAR after closure and prior to removal of any portion of the structure provided:

- The vehicles satisfy the requirements of Section 15-111 of the Illinois Vehicle Code (described in the IDOT document “Understanding the Illinois Size & Weight Laws”) or of the Federal Highway Administration document “Bridge Formula Weights” (available at: http://www.ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/index.htm)
- The Contractor submits written verification to the Engineer stating the vehicles meet these requirements. The verification shall be submitted prior to allowing the vehicles on the structure.

This SAR exemption shall not relieve the Contractor from responsibility for the structure. This SAR exemption shall not be allowed where the existing structure is posted for less than legal loads or the Contract plans indicate a live load restriction is in place. No stockpiling of material is allowed under this exemption.

All SARs shall detail the procedures and sequencing necessary to complete the work in a safe and controlled manner. When appropriate, supporting design calculations shall be provided verifying the following:

- The effects of the applied loads do not exceed the capacity at Operating level for any portions of the structure being utilized in the demolition of the structure provided those portions are not to be reused.
- The effects of the applied loads do not exceed the capacity at Inventory level for new construction or for portions of the existing structure that are to be reused.
- The condition of the structure and/or members has been considered.

See AASHTO Manual for Bridge Evaluation for further information on determining the available capacities at the Operating and Inventory levels.

- b) Confidential Documents. Due to the sensitivity of the inspection reports and bridge condition reports to bridge security, the following confidentiality statement applies to these reports:

“Reports used by the Contractor and the contents thereof are the property of the Department, and are subject to the control of the Department in accordance with State and Federal law. The distribution, dissemination, disclosure, duplication or release of these reports or the content thereof in any manner, form or format without the express permission of the keeper of this record is prohibited. The owner is the official keeper of these records, except for state owned bridges, where the official keeper of these records is the Regional Engineer.”

c) Submittals. The Contractor shall be pre-approved to prepare SAR(s) or shall retain the services of a pre-qualified engineering firm to provide these services. Pre-approval of the Contractor will be determined by the Illinois Department of Transportation and will allow SAR(s) preparation by the Contractor unless otherwise noted on the plans. For engineering firms, pre-qualification shall be according to the Department in the category of "Highway Bridges-Typical" unless otherwise noted on the plans. Firms involved in any part of the project (plan development or project management) will not be eligible to provide these services. Evidence of pre-approval/pre-qualification shall be submitted with all SAR(s). The SAR(s) shall be prepared and sealed by an Illinois Licensed Structural Engineer. The Contractor shall submit SAR(s), complete with working drawings and supporting design calculations, to the Engineer for approval, at least 30 calendar days prior to start of that portion of the work.

At a minimum a Structural Assessment Report shall include the following:

1. A plan outlining the procedures and sequence for the work, including staging when applicable.
2. A demolition plan (when removal is included as an item of work in the contract) including details of the proposed methods of removal.
3. A beam erection plan (when beam erection is included as an item of work in the contract) including details of the proposed methods of erection.
4. Pertinent specifications for equipment used during the work activity.
5. The allowable positions for that equipment during the work activity.
6. The allowable positions and magnitudes of stockpiled materials and/or spoils, if planned to be located on the structure.
7. Design and details for temporary shoring and/or bracing, if required by the Contractor's means and methods.

Approval or acceptance of a Structural Assessment Report shall not relieve the Contractor of any responsibility for the successful completion of the work.

Revisions to the Contractor's means and methods resulting in no increased load effects to the structure, as determined by the Contractor's Structural Engineer, shall not require a SAR resubmittal. However, the Contractor's Structural Engineer shall submit to the Engineer written verification that there is no increased load effect. The written verification shall specify the revisions and shall be submitted prior to the start of the revised activities.

The Contractor shall be responsible for following the approved SAR related to the work involved.

Method of Measurement. Structural Assessment Reports will not be measured for payment.

Basis of payment. Structural Assessment Reports will not be paid for separately but shall be considered as included in the contract unit price(s) for the work item(s) specified.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013

Revised: December 21, 2016

When Diamond Grinding of Bridge Sections is specified, hand finishing of the deck surface shall be limited to areas not finished by the finishing machine and to address surface corrections according to Article 503.16(a)(2). Hand finishing shall be limited as previously stated solely for the purpose of facilitating a more timely application of the curing protection. In addition the requirements of 503.16(a)(3)a. and 503.16(a)(4) will be waived.

Revise the Second Paragraph of Article 503.06(b) to read as follows.

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

Revise Article 503.06(b)(1) to read as follows.

- “(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

Revise Article 503.06(b)(2) to read as follows.

- “(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

Revise Article 503.06(b)(3) to read as follows.

- “(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have

the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

Delete the last paragraph of Article 503.06(b).

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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