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Letting June 13, 2025

Notice to Bidders, Specifications and Proposal



**Contract No. 87874
KANKAKEE County
Section 21-00017-00-PV (Grant Park)
Various Routes
Project DQHQ-958 ()
District 3 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



**Illinois Department
of Transportation**

NOTICE TO BIDDERS

- 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 13, 2025 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. 87874
KANKAKEE County
Section 21-00017-00-PV (Grant Park)
Project DQHQ-958 ()
Various Routes
District 3 Construction Funds**
- 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

Gia Biagi,
Acting Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-25)

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274		<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173		<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80241		<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50531		<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80460	66	<input checked="" type="checkbox"/> Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
80384	77	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199		<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80461		<input type="checkbox"/> Concrete Barrier	Jan. 1, 2025	
80453		<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
80261		<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
* 80029	81	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
80229		<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452		<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447		<input type="checkbox"/> Grading and Shaping Ditches	Jan 1, 2023	
80433		<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80456	84	<input checked="" type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
80446	86	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438		<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
80450		<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
* 80464	88	<input checked="" type="checkbox"/> Pavement Marking Inspection	April 1, 2025	
80441	89	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
80459	94	<input checked="" type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
34261	95	<input checked="" type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80455	96	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
80445	98	<input checked="" type="checkbox"/> Seeding	Nov. 1, 2022	
80457	104	<input checked="" type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
* 80462	108	<input checked="" type="checkbox"/> Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
80448	109	<input checked="" type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
80340		<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	110	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	111	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80463	112	<input checked="" type="checkbox"/> Submission of Bidders List Information	Jan. 2, 2025	Mar. 2, 2025
80437	113	<input checked="" type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435		<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
* 80465	115	<input checked="" type="checkbox"/> Surveying Services	April 1, 2025	
* 80466		<input type="checkbox"/> Temporary Rumble Strips	April 1, 2025	
20338		<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	116	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80458		<input type="checkbox"/> Waterproofing Membrane System	Aug. 1, 2024	
* 80302	117	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
80454		<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
80427	118	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
80071	120	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAP Route 332 (IL Route 1/17), Section 21-00017-00-PV, Project DQH(958), Job C-93-096-25, in Kankakee 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: 87474

LOCATION OF PROJECT

S. Main Street from W. Curtis Street to W. Taylor Street, N. Main Street from W. Taylor Street to Mosier Street, and W. Taylor Street from S. Maple Street to N. Main Street in the Village of Grant Park.

DESCRIPTION OF IMPROVEMENT

The project scope includes streetscaping improvements including reconstruction of existing roadways to install new curb and gutter, storm sewer, curb ramps, HMA pavement, concrete pavement, unit pavers, landscaping items and other necessary appurtenances.

NOTIFICATION OF START

The Contractor shall notify the Engineer at least forty-eight (48) hours (7:00 a.m. to 4:00 p.m.) prior to starting work. Failure to provide this notification could cause delay to the Contractor.

PUBLIC COMPLAINTS

All complaints to the Contractor or any of the Subcontractors are to be reported in writing immediately to the City's representative. This written report shall include the name, address, and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom.

The Contractor shall endeavor, with the cooperation and concurrence of the City, to communicate with abutting property owners affected by the work. The Contractor shall respond to citizen complaints, concerns, or inquiries within 48 hours. The Village shall be given the results of the Contractor's response and resolution of it in writing in a timely manner.

This work shall not be paid for separately but shall be considered included in the contract and no additional compensation shall be allowed.

WORKING DAYS

This work shall be completed in 140 working days, in accordance with Section 108 of the Standard Specifications for Road and Bridge Construction.

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

AVAILABLE REPORTS

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- ☒ Preliminary Site Investigation Local (PSI)
- ☒ Preliminary Environmental Site Assessment (PESA)

Those seeking these reports should request access from:

Neil Piggush, PE
Piggush Engineering, Inc.
Phone: 815-614-3447
Email: npiggush@piggusheng.com

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

DUST CONTROL - HAULING EARTH, GRANULAR MATERIALS OR WASTE MATERIAL

Description. In addition to the general requirements of Section 107 of the Standard Specifications, the Contractor shall be required to prepare a plan for pavement cleaning and dust control for this project. A detailed plan outlining specific wetting, tarping, and/or cleaning procedures, or similar dust control methods is to be submitted for approval at the preconstruction meeting.

As required by Chapter 95 1/2, paragraphs 15-109 and 15-109.1 of the Illinois Vehicle Code, no blowing or spillage of material will be allowed during the hauling operations. The specific preventative measures proposed by the Contractor are to be included in the dust control plan.

If, in the opinion of the Engineer, excessive dust is produced during the hauling operations, the hauling shall stop until corrective action is taken.

Approval of the dust control and pavement cleaning procedures will not relieve the Contractor of his responsibility to provide a safe work zone for the traveling public.

Basis of Payment. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

SAW CUTTING

Description. This item refers to all locations where a saw cut is required for the removal of pavement, curb, gutter, medians, driveways, sidewalk, butt joints, patches or any other structure which are all one piece with no construction joints. This saw cut shall be made at the limits of construction or other areas as required to perform the proposed improvements shown on the plans. The saw cut shall be accomplished with a "pavement saw".

Basis of Payment. Saw cutting shall **NOT** be paid for separately but shall be considered INCLUDED in the unit contract price of the related removal item.

TEMPORARY STONE

Description. This work shall consist of furnishing, placing, compacting, maintaining, relocating and disposing of temporary stone for the purposes of maintaining vehicular/pedestrian access, property access and general safety throughout the site, as directed by the Engineer. TEMPORARY STONE shall be utilized to provide temporary access to driveways, sidewalks/curb ramps and roadways and shall be utilized to backfill all trenches and excavations at the end of each business day, in accordance with Article 107.09 and as directed by the Engineer.

TEMPORARY STONE shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the Standard Specifications and to the dimensions determined by the Engineer. The coarse aggregate shall be crushed stone, crushed gravel, or IDOT approved recycled material with gradation CA-6. HMA grindings shall also be acceptable.

Recycled CA-6 will be allowed for use as TEMPORARY STONE, but will not be allowed for use under curb and gutter, sidewalks, driveways, etc.

TEMPORARY STONE may not be reused as TRENCH BACKFILL.

Basis of Payment. This work shall not be measured for payment but shall be included in cost of the contract. No separate payment will be made.

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 ACCESS CONTROL

Due to the commercial nature of the corridors where the work is being performed, it will be necessary for the Contractor to ensure access is provided throughout the duration of the project and work to minimize any disruptions. Ongoing communication with stakeholders in terms of scope of work and schedule will be vital.

Property owners shall be notified of a minimum of forty-eight (48) hours prior to work taking place in front of entrances or adjacent parking areas. Prior to construction commencing, the Contractor shall provide to the Engineer, a plan including any details for how access will be maintained during construction. Acceptable methods for providing access include but are not limited to:

Aggregate for Temporary Access

Timber Bridges and Ramps

Any work associated with providing access will not be paid for separately but will be considered incidental to the contract.

PREFERRED SEQUENCE OF OPERATIONS

To limit the disruption to the traveling public, it will be necessary to limit the work area as feasibly as possible. It is recommended that the work area be limited to a block at a time following the installation of the storm sewer until substantially complete. For purposes of this Special Provision, substantially complete is defined as all work complete except for hot-mix asphalt surface course, unit paver crosswalks, pavement striping, and installation of plantings.

The preferred sequence of operations is as follows:

1. Removal and IL Route 1/17 (FAP 332) west side curb and gutter and sidewalk.
2. Setup lane closure traffic control and flaggers.
3. Removal of existing storm sewer and installation of new storm through IL Route 1/17 intersection. Controlled low strength material backfill and placement of steel plates across the trenches.
4. Take down lane closure traffic control.
5. Installation of IL Route 1/17 (FAP 332) west side sidewalk, planters, signs, and light pole foundations along both sides of IL Route 1/17 (FAP 332).
6. HMA Surface Removal on IL Route 1/17 (FAP 332)
7. Full depth reconstruction of pavement on west curb line and placement up to binder course.
8. Sidewalk and curb and gutter removal along North Main and West Taylor Streets.
9. Minor Pavement removal and installation of new storm sewer along North Main and West Taylor Streets
10. Install sidewalk, planters, signs and light pole foundations along North Main and West Taylor Streets
11. Install
12. LJS and tack coat on placement IL Route 1/17 (FAP 332)
13. Full depth reconstruction of pavement on North Main and West Taylor Street up to binder course
14. Cut HMA binder course for placement of unit paver crosswalk concrete curbs and base course.
15. Pour concrete curb and base course. Fill with sand up to top of curb.
16. Cover curbing and then placement of HMA Surface course placement on entire project.
17. Removal of sand base for unit paver placement on entire project.

18. Temporary pavement marking placement on IL Route 1/17 (FAP 332)
19. Installation of pavement markings, raised reflective pavement markers, permanent traffic control and street signage items
20. Punch list items

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 of Conflict</u>	<u>Estimated Date Relocation Complete</u>
Aqua Illinois, Inc. Stephen Palinski Sjpalinski@aquaamerica.com 815-614-2060	Water/ Sanitary Sewer	Water main adjustment at the intersection of West Taylor Avenue at IL Route 1/17.	Included in contract.
AT&T (Distribution) Steve Pesola Sp9653@att.com 630-573-5703	Telephone		
Comcast Calvin Howard Calvin_howard@cable.comcast.com 224-229-6334	Internet/ Cable		
ComEd Emily Craven Emily.craven@exeloncorp.com 312-718-8391	Electric		
Nicor Gas Sakibul Forah sforah@southernco.com 630-388-2903	Natural Gas	North Main and West Taylor Streets. Currently evaluating actual conflicts with utility	TBD. Evaluating conflicting information from Nicor. Coordinating with utility.
Mediacom Todd Pheifer tpheifer@mediacommcc.com 815-549-5059	Internet	TBD. None known at this time. Coordinating with utility as they are evaluating proposed impacts.	TBD

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.

VERIFICATION OF EXISTING UTILITY LOCATIONS

Existing utility information shown in the plans, including horizontal and vertical locations, was taken from the best available information and is provided in the plans for information only. It will be the sole responsibility of the Contractor to field verify all existing utility locations and elevations. Any work associated with the field verification of existing utilities will not be paid for separately but shall be considered incidental to the contract. Any unforeseen conflicts with utilities shall be rectified in accordance with Article 107.40 of the Standard Specifications.

ADJUSTING WATER MAIN, 8"

Description. This work shall consist of the adjustment and lowering of existing water main at locations noted in the plans, or as directed by the Engineer.

This work shall be done in accordance with Section 561 of the Standard Specifications for Road and Bridge Construction and the Standard Specifications of Water and Sewer Main Construction in Illinois, latest edition.

Existing water main in conflict with storm sewer shall be adjusted to avoid conflict with proposed storm sewer. The work shall include the removal and disposal of material, installation of all pipes and fittings including any hot taps, valves required to lower the water main, joint materials, tests, disinfection, casing pipes, and excavation. This shall also include any necessary items such as line stops or cut and caps to abandon/retire the existing water main.

This work shall be coordinated with the appropriate AQUA Illinois staff and personnel in order to ensure that the work is done in accordance with AQUA Illinois requirements. Coordination with AQUA Illinois for each hydrant shall occur in order to ensure that replacement of any parts is not requested by AQUA.

The proposed method for installation must be reviewed and approved by both the Engineer and Local Agency as well as any appropriate Private Utility Company prior to implementation. This item should also include the removal and disposal of the existing water main.

Method of Measurement. Adjusting water main will be measured in place per foot.

Basis of Payment. This work will be paid for at the Contract Unit Price per FOOT for ADJUSTING WATER MAIN of the size specified in the plans.

BENCHES

Description. This work shall consist of furnishing, transporting, assembling, and placing benches as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Bench Manufacturer/Supplier:

DuMor, Inc.
www.dumor.com
(800) 598-4018

Product: 119-60, 6-foot, cast steel bench

Finish/Color: Powder coat black

Manufacturer/

Supplier: Victor Stanley
www.victorstanley.com
(800) 368-2573

Product: CR-10 6 foot Classic collection bench

Finish/Color: Powder coat black

Manufacturer/

Supplier: Landscape Forms
www.landscapeforms.com
(800) 430-6206

Product: 6 foot Plainwell bench

Finish/Color: Powder coat black

Construction. Assemble and install benches at locations as shown on the plans. Anchor benches with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans. Hardware to be black to match bench color.

Method of Measurement. The contract unit price for benches and shall include assembly and all hardware necessary to attach the bench as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per each for BENCHES and no additional compensation will be allowed.

BICYCLE RACKS

Description. This work shall consist of furnishing, transporting, assembling, and placing bicycle racks as specified herein, as shown on the plans, and as directed by the Engineer. All work for this pay item shall conform with the provisions stated in IDOT Check Sheet #17 (BLR 11300) of the IDOT Recurring Special Provisions, for the appropriate IDOT letting.

Materials.

Manufacturer/Supplier:

Landscape Forms
www.landscapeforms.com
(800) 430-6206

Product: Loop bike rack

Finish/Color: Powder coat black

Manufacturer/Supplier:

DuMor, Inc.
www.dumor.com
(800) 598-4018
Product: 292-00/S-2 Bike Rack, surface mount
Finish/Color: Powder coat black

Manufacturer/Supplier:

Victor Stanley
www.victorstanley.com
(800) 368-2573
Product: BRHS-101 Bike Rack, surface mount
Finish/Color: Powder coat black

Construction. Assemble and install bicycle racks at locations as shown on the plans. Anchor bicycle racks with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans. Hardware to be black to match bicycle rack color.

Method of Measurement. The contract unit price for bicycle rack shall include assembly and all hardware necessary to attach the bike racks as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per each for BICYCLE RACK and no additional compensation will be allowed.

CHANGEABLE MESSAGE SIGN

This work shall consist of furnishing, placing, and maintaining changeable message sign(s) at the location(s) shown on the plans or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 7 ft (2.1 m) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 18 inches (450 mm).

This work shall consist of the furnishing, installation, maintenance, relocation, and removal of portable changeable message signs in accordance with Section 701 of the Standard Specifications and this special provision.

In addition to any changeable message signs shown in the traffic control standards, the Contractor shall furnish three (3) Changeable Message Signs for this project. The signs shall be operational two weeks prior to any lane closure and shall be located and programmed (with an appropriate message) as directed by the Engineer.

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by the operator via

an alpha-numeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and/or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from ¼ mile (400 m) under both day and night conditions. The letters shall be legible from 750 ft (250 m).

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the Engineer will cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable changeable message signs are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other portable changeable message signs, this work will be paid for at the contract unit price per CALENDAR DAY for CHANGEABLE MESSAGE SIGN. Any portion of one calendar day during which the sign is operated as directed by the Engineer shall be paid as one full calendar day.

CONSTRUCTION LAYOUT

The Contractor shall be required to furnish and place construction layout stakes for this project. The Engineer will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 ft.) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the baseline.
- b. Locating and referencing the baseline of survey will consist of establishing and referencing the control points of the baseline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- c. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) vertically.
- d. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- e. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- f. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.
- g. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for in accordance with 109.04 of the Standard Specifications.
- h. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- i. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

- a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the

Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

- b. It is the Contractor's responsibility to tie in baseline control points in order to preserve them during construction operations.
- c. The Contractor shall be responsible for locating and marking the limits of the project prior to the installation of silt fence.
- d. At the completion of the grading operations, the Contractor will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Engineer.
- e. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.

Basis of Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, for which this price shall be payment in full for all services, materials, labor and other items required to complete the work.

DECORATIVE ROADWAY LIGHTING ASSEMBLY

Description. This work shall consist of the installation of new roadway lighting poles and luminaires at locations shown in the plans in accordance with Sections 821, 830 & 838 of the Standard Specifications, contract plan drawings, NEC and applicable local ordinances.

Special attention is called to the lighting details shown in the plans. This work shall consist of furnishing, installing, and commissioning the decorative lighting system at the locations designated on the plans. This work includes providing LED luminaires, conduit, junction boxes, composite concrete handhole, cable, mounting hardware and other materials required for a complete sign lighting installation.

Materials. The contractor shall furnish and install new light pole (complete including all hardware and accessories), pole, base, luminaire arms, luminaires, GFI receptacle, wiring, fuse kit(s), and fusing as shown on the drawings.

Decorative roadway lighting assembly shall include supplying and installation of light poles and both street and pedestrian luminaires (except for the proposed lighting along the east side of IL Route 1/17 which shall only have roadway luminaires but shall have the ability to add future pedestrian luminaires) which shall both be lantern style LED fixtures with the following characteristics:

Lighting Color Temperature: 3500K

Input Voltage: 120 volts

Lens: Clear Seeded Acrylic

16 LEDs

Electrical and Control: Driver 120V-277V, 160mA

Distribution: Type 4

Lumen Output per Lamp: Between 6,350 and 7,350 Lumens

House-Side Shield

Ball Finial

Arm Mounted

Powder coated black to match the proposed light pole Top mounted photocell receptacle with photocell for each circuit for dusk-to-dawn operation shall be considered incidental to the work for this item.

Light poles to be installed shall be round tapered in shape and manufactured of steel and powder coated black. The pole arm shall be cantilevered style with a bolt connection to the pole. A tenon on the arm shall be provided if needed. The Contractor shall provide a pole height and arm rise necessary to achieve a luminaire mounting height of 20 feet for the street side luminaire and 10 feet for the pedestrian side luminaire.

Each pole shall include 2 GFCI power receptacles hardwired on a separate circuit with optionally locking covers shall be provided for each luminaire at 18' height and at somewhere on the base of the pole which the final location will be reviewed and determined during shop review. Also, each pole shall include an additional conduit for future blue tooth audio runs as well as a catenary lighting system.

Flowerpot mast arms should also be provided for each pole on the back side of each street mast arm.

The Contractor shall submit shop drawings for review prior to ordering any materials.

Commissioning. This work shall include mounting, aiming, and adjusting of all lighting fixtures and accessories as needed. This focus shall be as directed by the Engineer with labor provided by Contractor.

Commissioning and initial programming as required to ensure that the complete and installed system functions as designed to be provided by the Contractor.

General Construction Requirements. The Contractor shall demonstrate to the Engineer that the lighting system is fully functioning and all connections for electrical wires are watertight. This

work will not be paid for separately but shall be included in the cost of the Decorative Roadway Lighting Assembly, and no additional compensation will be allowed.

Cleaning and Protection. After installation, the Contractor shall clean all soiled surfaces using means and materials compatible with finish surfaces. The Contractor shall protect equipment from damage that could be caused by construction activities in adjacent areas.

Method of Measurement. This work will be measured for payment per each which shall include all material, labor, and equipment.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for DECORATIVE ROADWAY LIGHTING ASSEMBLY.

DETOUR SIGNING

Description. This work shall consist of furnishing, installing, maintaining, relocating, repairing, and eventually removing temporary detour signs and their supports as shown on the detour plan or any additional signs as directed by the engineer. All signs shall be either new or in a like-new condition, to the satisfaction of the Engineer.

Materials. The signs shall be according to Article 1106.01 of the Standard Specifications.

Installation. The sign sizes and legends shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft above the near edge of the pavement and shall be a minimum of 2 ft beyond the edge of the paved shoulder.

All detour signs shall have their own sign supports. The attachment of temporary detour signs to existing sign structures or sign panels will not be allowed. Any damage to existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

The contractor shall furnish and install the signs as shown in the detour plans or as directed by the engineer.

This work shall be the installation and removal necessary to complete the detour plan as shown in the plans and shall be separate from the Traffic Control pay item

The contractor shall utilize included highway standards for traffic control as needed, or as directed by the engineer. Traffic control will not be paid for separately but shall be included in the unit bid price for DETOUR SIGNING.

Basis of Payment. This work will be paid for at the lump sum price for DETOUR SIGNING.

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This work shall consist of adjusting domestic water service boxes to match the finished grade or as directed by the Engineer, in accordance with Section 565 of the STANDARD SPECIFICATIONS.

Top sections, extensions and/or caps compatible with the existing box may be required to adjust the box to the final grade. Replacement of damaged caps shall be considered included in the cost of this item.

For boxes which are located in sidewalks, driveways or alleys constructed as part of this improvement, the Contractor is responsible for confirming all caps and bolts can be opened after the concrete or asphalt has been placed. The Contractor shall confirm each roundway is keyable. If the Contractor cannot key the roundway, he/she shall notify the Engineer. After the work has been completed, the Contractor shall open each box in the presence of the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price per each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

FIRE HYDRANTS TO BE ADJUSTED

Description. This work shall consist of the vertical adjustment of existing fire hydrants in sidewalk, or parkway areas to the elevation of the proposed ground.

All work performed under this pay item shall be performed in accordance with Section 564 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition and the Standard Specifications for Water and Sewer Construction in Illinois, latest edition unless modified within these documents.

This work shall be coordinated with the appropriate AQUA Illinois staff and personnel in order to ensure that the work is done in accordance with AQUA Illinois requirements. Coordination with AQUA Illinois for each hydrant shall occur in order to ensure that replacement of any parts is not requested by AQUA.

Method of Measurement. This work will be measured in place per EACH.

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

FIRE HYDRANTS TO BE RELOCATED

Description. This work shall consist of the relocation of existing fire hydrants at locations noted in the plans, or as directed by the Engineer.

This work shall be done in accordance with Section 564 of the Standard Specifications for Road and Bridge Construction and Section 546 of the Standard Specifications of Water and Sewer Main Construction in Illinois, except as modified herein and as shown on the details in the plans.

This work shall be coordinated with the appropriate AQUA Illinois staff and personnel in order to ensure that the work is done in accordance with AQUA Illinois requirements. Coordination with

AQUA Illinois for each hydrant shall occur in order to ensure that replacement of any parts is not requested by AQUA.

This item includes the removal and relocation of existing fire hydrants as well as thrust blocking, backfill and any necessary fittings required to complete the relocation as well as include the removal and disposal of material, installation of all pipes and fittings including any hot taps, valves required to lower the water main, joint materials, tests, disinfection, casing pipes, and excavation. This shall also include any necessary items such as line stops or cut and caps to relocate the existing fire hydrant.

Method of Measurement. This work will be measured for payment per EACH.

Basis of Payment. This work will be paid for at the contract unit price per EACH for FIRE HYDRANTS TO BE RELOCATED.

GAS VALVE TO BE ADJUSTED

Description. This work shall consist of the adjustment of existing gas service valves at locations noted in the plans, or as directed by the Engineer.

This work shall be done in accordance with Section 561 of the Standard Specifications for Road and Bridge Construction, latest edition unless modified within these documents.

This work shall be coordinated with the appropriate Southern Gas Company staff and personnel in order to ensure that the work is done in accordance with South Gas Company's requirements. Coordination with Nicor Gas/Southern Gas Company for each valve shall occur in order to ensure that replacement of any parts is not requested by Nicor Gas/Southern Gas Company.

Method of Measurement. This work will be measured in place per EACH.

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

INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE

Description. This work shall consist of adjusting catch basins, manholes, valve vaults and inlets with their existing frame and grate accordance with Section 602 of the Standard Specifications and the details in the plans.

Each structure adjustment shall be limited to a maximum of one (1) foot in adjustment height and a maximum of two adjustment rings. Adjustment rings for structures in the pavement and rings under 2" on all drainage adjustments shall be preformed rubber. Adjustment rings greater than 2" for structures in the parkway shall be PCC. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of a rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the adjusting ring and the bottom of the frame.

Method of Measurement. Inlets to be adjusted will be paid for as each per structure scheduled in

the plans.

Basis of Payment. This work will be paid for at the contract unit price per each for INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE.

LANDSCAPING PLANTER

Description. This work shall consist of furnishing, transporting, assembling, and placing landscaping planters as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

The following products/suppliers are preapproved:

Planter

Manufacturer/

Supplier: DuMor, Inc.
www.dumor.com
(800) 598-4018

Product: 114-00 steel planter

Finish/Color: Powder coat black

Manufacturer/

Supplier: Victor Stanley
www.victorstanley.com
(800) 368-2573

Product: S-24 Ironsites Collection planter

Finish/Color: Powder coat black

Manufacturer/

Supplier: Landscape Forms
www.landscapeforms.com
(800) 430-6206

Product: Northport planter 36" diameter

Finish/Color: Powder coat black

Construction. Assemble and install planters at locations as shown on the plans.

Method of Measurement. The contract unit price for a movable planter shall include assembly and all hardware as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per each for LANDSCAPING PLANTER and no additional compensation will be allowed.

LIGHT POLE FOUNDATION, SPECIAL

This work will consist of the construction of concrete light pole foundations at locations shown in the plans in accordance with the applicable portions of Section 836 of the Standard Specifications.

Light pole foundations will be 16-18 inches in diameter (or in accordance with the lighting manufacturer) and have a shaft depth of 6'-0". Special attention is called to the miscellaneous construction detail LIGHT POLE FOUNDATION shown in the plans.

Method of Measurement. This work will be measured for payment per foot which shall include all material, labor, and equipment.

Basis of Payment. This work will be paid for at the contract unit price per foot for LIGHT POLE FOUNDATION, SPECIAL.

LOCATING UNDERGROUND UTILITY

Description. This item shall consist of locating underground utilities that potentially conflict with proposed improvements.

Requirements. It shall be the Contractor's responsibility to locate underground utilities that are marked on the plans. This work will not be paid for separately but shall be included in the cost of the item being constructed. Exceptions are as follows:

- Utilities Marked on the Plans: If the item to be constructed is grade critical and cannot be adjusted either vertically or horizontally (i.e. storm sewer, sanitary sewer), and there is a potential for conflict with the utility. Locating potentially conflicting utilities will be paid for under this item.
- Utilities Not Marked on Plans: If a utility is not shown on the plans (or not shown in accordance with Article 104.03 of the Standard Specifications). Locating potentially conflicting utilities will be paid for under this item. As per Article 107.40(a)(2) of the Standard Specifications, "Service connections shall not be considered to be utilities in unanticipated locations".

Construction. The method of excavation to locate utilities will be at the contractor's discretion, as approved by the Engineer. If the contractor elects to use hydro excavation for the removal of excavated material, he/she shall be responsible for all water usage and disposing of the excavated material in accordance with Article 202.03 of the Standard Specifications. Regardless of the method of excavation, the Contractor shall be responsible for replacing excavated soil in the resulting hole with sand, limestone screenings or other material as approved by the Engineer.

Any utilities damaged during excavation operations shall be repaired or replaced at the contractor's expense; no additional compensation shall be allowed.

Removal and replacement/restoration of any pavement, sidewalk, parkway, driveway, etc. necessary to complete the exploration excavation shall be paid for separately under pay items that are in the contract. Sidewalk removal and replacement shall include the complete sidewalk panel.

Method of Measurement. This work will be measured per excavation, regardless of the soil composition, to locate existing utilities. For this pay item, excavation depth and width will be limited to 72 inches and 5 feet, respectively. The Contractor will not receive compensation if more than

one utility is located within the excavation (as defined above). If the utility is deeper than 72 inches, the initial locate shall be measured in accordance with this special provision. Additional excavation (beyond 72 inches in depth) shall be measured and paid for in accordance with Article 109.04 of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price per each for LOCATING UNDERGROUND UTILITY.

MANHOLES, TYPE A, 6'-DIAMETER, WITH 2 TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE

Description. This work shall consist of constructing a Type A manhole of the diameter specified with restrictor in accordance with Sections 602 and 1006 of the Standard Specifications, the plan details, as specified herein and/or as directed by the Engineer.

General Requirements. Construction shall conform to all applicable Standard Drawings, and all applicable portions of Sections 602 and 1006 of the Standard Specifications. The structure shall have a 34-inch-deep sump between the bottom of the lowest storm sewer invert and the bottom of the structure. Price shall include but not be limited to all frames, grates, lids, sand cushion, steps, 6" concrete wall, flat slab tops, all excavation and backfilling, and all other labor, materials, and equipment needed to perform the work as specified herein.

Method of Measurement. This work will be measured for payment in units of each.

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLES, TYPE A, WITH 1 TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE of the diameter specified.

PAVEMENT REMOVAL

Description. This item shall be completed in accordance with the applicable portions of Section 404 of the Standard Specifications except as modified herein. This work shall include the complete removal of all existing asphalt or concrete pavements as shown on the plans or as directed by the Engineer. Removal of all aggregate base courses, aggregate sub-bases and aggregate surfaces and shoulders shall be measured and paid for as EARTH EXCAVATION.

Basis of Payment. This work will be paid for at the contract unit price per square yard of PAVEMENT REMOVAL.

PLANTING PERENNIAL PLANTS

Description. This work shall consist of furnishing, transporting, and planting perennial plants in accordance with Section 254 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. The work shall include preparing the planting area, planting, watering, weeding, replacement of plants when required, and maintaining perennial areas including all materials, labor, and equipment required to complete this work.

Materials. Provide perennial plants and accessories in accordance with Article 1081.02 of the Standard Specifications except as modified herein.

Provide container grown perennial plants for ornamental planting areas as indicated on the plans of the quality, size, genus, species, and variety as shown on the plans in compliance with the "American Standard for Nursery Stock" latest edition.

Construction. This work shall be performed in accordance with Section 254 of the Standard Specifications except as modified herein.

Planting Time. Perennial plants shall be planted between August 15th and September 30th unless otherwise approved by the Engineer.

Layout of Planting. The Contractor shall place the marking flags and outline each area for mass or solid planting. The Engineer will verify layout prior to planting.

Planting Procedures. Disposal of sod and debris (rock, stones, concrete, bottles, plastic bags, etc.) shall be removed from the perennial planting bed as specified in Article 202.03.

When planting perennials in bed areas shown on the plans or as directed by the Engineer, the following work shall be performed:

1. Topsoil shall be placed in all planting areas as specified.

Mulching. Within 24 hours, the entire perennial plant bed shall be mulched to a depth of with 2 inches (75 mm) of fine grade mulch. Mulch shall be six-month old, well-rotted, shredded, native hardwood bark mulch, not larger than 4 inches in length and ½ inches in width, free of wood chips and sawdust. A mulch sample shall be submitted to the Engineer for approval 72 hours prior to placing.

Period of Establishment. Period of Establishment for the various types of perennial plants shall be as follows.

Perennial plants must undergo a 30-day period of establishment. Additional watering shall be performed at least twice a week for four weeks following installation. Water shall be applied at the rate of 2 gallons per square foot. Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional watering.

A spray nozzle that does not damage small plants must be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing water to flow beyond the periphery of the bed.

During the period of establishment, weeds and grass growth shall be removed from within the mulched perennial beds. This weeding shall be performed once a week during the 30-day period of establishment. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be performed in any manner approved by the Engineer provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch

disturbed by the weeding operation shall be replaced to its original condition. All debris that results from this operation must be removed from the right-of-way and disposed of at the end of each day in accordance with Article 202.03.

At the end of the Period of Establishment, the Contractor will be permitted to replace any unacceptable plants and shall thoroughly weed all the beds.

Plant perennial plants equally spaced throughout ornamental planting areas as shown on the plans.

Method of Measurement. Measurement for payment of this work will not be performed until at the end of the 30-day establishment period for the replacement planting. Only plants that are in place and alive at the time of measurement will be measured for payment. The contract unit price for perennial plants shall include furnishing, transporting, preparing the planting area, planting, watering, mulching, weeding, replacement of plants when required, and maintaining perennial areas until the project completion date, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per unit (one unit equals 100 plants) for PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT and no additional compensation will be allowed. Refer to material list on planting plans for individual perennial plant species

PLANTING WOODY PLANTS

Description. This work shall consist of furnishing, transporting, and planting trees and shrubs in accordance with Section 253 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. The work shall include all mulching, bracing, wrapping, watering, weeding, replacement of plants when required, including all materials, labor, and equipment required to complete this work.

Materials. Provide trees, shrubs, and accessories in accordance with Section 253 and Article 1081.01 of the Standard Specifications except as modified herein.

Provide quality, size, genus, species, and variety of trees and shrubs as shown on the plans in compliance with the "American Standard for Nursery Stock" latest edition.

All trees to be provided balled and burlapped. All shrubs to be provided either balled and burlapped or container grown.

Mulch shall be six-month old, well-rotted, shredded, native hardwood bark mulch, not larger than 4 inches in length and ½ inches in width, free of wood chips and sawdust.

Construction.

Planting Time. Woody plants shall be planted between August 15th and September 30th unless otherwise approved by the Engineer.

Add the following to Construction Requirements:

Delete the third sentence of Article 253.07 and substitute the following:

The Contractor shall be responsible for all plant layout. The layout must be performed by qualified personnel. The planting locations must be laid out as shown in the landscape plan. This will require the use of an engineer's scale to determine some dimensions. Tree locations within each planting area shall be marked with a different color stake/flag and labeled to denote the different tree species. Shrub beds limits must be painted. The Engineer will approve the layout prior to installation.

Delete the first paragraph of Article 253.15 Plant Care and substitute the following:

The Contractor is responsible for plant care until receipt of the "Final Acceptance of Landscape Work" memorandum from the Village. The Contractor shall properly care for all plants including weeding, watering, adjusting of braces, repair of water saucers, or other work which is necessary to maintain the health, vigor, and satisfactory appearance of the plantings. This may require pruning, cultivating, tightening and repairing supports, repair of wrapping, and furnishing and applying sprays as necessary to keep the plants free of insects and disease. The Contractor shall provide plant care a minimum of every two weeks, or within 3 days following notification by the Engineer. All requirements for plant care shall be considered as included in the cost of the contract.

Delete the first paragraph of Article 253.15 Plant Care (a) and substitute the following:

During plant care watering shall be performed at least every two weeks beginning in May until receipt of the "Final Acceptance of Landscape Work" memorandum from the Bureau of Maintenance. The contractor shall apply a minimum of 35 gallons of water per tree, 25 gallons per large shrub, and 15 gallons per small shrub. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Method of Measurement. The contract unit price for trees and shrubs shall include furnishing, transporting, and planting trees and shrubs including bracing, wrapping, watering, mulching, security, weeding, replacement of plants when required and all materials, labor, or equipment required to complete this work.

Basis of Payment. This item shall be paid for at the contract unit price per each for TREES and SHRUBS of the species, root type, and plant size specified, which price shall be payment in full for performing the work as specified herein and as determined by the Engineer.

PORTLAND CEMENT CONCRETE SIDEWALK

Description. This work shall be in accordance with the requirements of Sections 424 of the Standard Specifications except as modified herein.

Portland cement concrete sidewalk shall be 5 inches thick except where it crosses driveways. Sidewalk thickness across residential driveways shall be increased to 6 inches and sidewalks crossing commercial/industrial driveways shall be increased to 8 inches. Increasing sidewalk thicknesses from 5 inches to 6 inches at residential driveways shall be included in the cost of

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH. 8-inch-thick sidewalk constructed across commercial/industrial driveways shall be paid for separately as PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH.

Submittal:

A. Samples

1. Submit (3) neutral colors samples, Silicone Joint Sealant for Portland cement concrete pavement joints. Dow Corning 888 Silicone Joint Sealant or approved equal. www.dowcorning.com

B. Mockups

1. Provide a mockup of one 10'x10' section of concrete sidewalk assembly including a 10' section of planter curb. The recommended mockup area is to be determined by the Engineer. The purpose of this mockup will be to review the entire assembly prior to installation of the remaining streetscape areas. All components listed will need to be installed for City review and approval. If approved, this mockup may become part of the final installation.

Sidewalk curb ramps shall be constructed in accordance with IDOT and PROWAG requirements. Side curbs shall be installed at locations shown on the plans and as directed by the engineer. All side curbs shown on the IDOT Highway Standard Details for sidewalk curb ramps shall be measured and paid for as PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH. All curbs required for grading in beyond those shown on the IDOT Highway Standards shall be paid for as CONCRETE CURB, TYPE B for curbs with a maximum height of 9", or CONCRETE CURB, TYPE B (SPECIAL) for curbs that have a maximum height greater than 9 inches and less than 24 inches.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified.

PROTECTING OR RESETTING SURVEY MARKERS

Description. This work shall consist of recovering the existing survey markers and existing survey at the specified locations and as described in Sections 105.09 and 107.20 of the Standard Specifications. Survey markers may consist of property corners, section corners, subsection corners, or existing permanent survey markers.

Construction Requirements. All the existing survey markers listed in the plans or discovered in the field shall be documented and cross-tied by an Illinois Professional Land Surveyor prior to the start of work. Existing survey marker vaults to remain in place shall be adjusted, so the cover is 1/4" below the final pavement elevation. The cost for finding and protecting or resetting this monument shall be included in the cost for this item.

****Please note that the survey marker to be recovered and reset is located approximately at STA 304+09.70 at the intersection of Main and Taylor Streets.****

Property Corners, Section Corners, and Subsection Corners. For those to be reset outside the paved surface, a 5/8-inch diameter by minimum 30-inch-long reinforcement bar and a 1-7/8 inch minimum diameter cap shall be installed. The cap shall be a corrosion-resistant aluminum survey cap of a design compatible with the reinforcement bar for a solid, tight fit after installation. The cap shall be marked as appropriate and shall also display the license number of the Illinois Professional Land Surveyor.

For those to be reset within the paved surface, a type 1 survey marker shall be installed in accordance with Section 667 of the Standard Specifications and as shown on Standard 667101. At locations where an existing survey marker vault and cover assembly is to be removed, the open void left over the existing survey point located in the vault shall be filled with cold mix HMA, with the original survey point and surrounding PVC sleeve (if one exists) to remain. Once paving operations are completed, a new type I survey marker shall be placed on the surface over the original survey point in accordance with Section 667 of the Standard Specifications and as shown on Standard 667101. In the event that paving operations will affect the original survey point and provisions are not specified in the plans, the Engineer will coordinate with the District 3 Chief of Surveys prior to work being performed to determine the appropriate work needed.

As required, a new monument record shall be prepared and filed in the appropriate county courthouse for all government corners in accordance with Illinois Statutes, Chapter 765 ILCS Section 220 "Land Survey Monuments Act", and a recorded copy sent to the District 3 Chief of Surveys.

Permanent Survey Markers. Permanent survey markers to be reset shall be in accordance with Section 667 of the Standard Specifications and as shown on Standard 667101.

Basis of Payment. The work for protecting or resetting survey markers as well as furnishing any new type 1 survey markers needed at these locations will be paid for at the contract unit price per EACH for PROTECTING OR RESETTING SURVEY MARKERS.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

Contract Specific Work Areas. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

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

Site 4077-COV-3 – Railroad, 0-100 Block of E. Taylor Street, Grant Park, Kankakee County

- Station 303+51.53 (23.9' RT) to Station 20+40.00 (46.22' RT). SE quadrant of IL 1/17 & East Taylor Street. 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: VOCs, SVOCs, and Metals.

Site 4077-COV-7 – Mixed-Use Building, 111 S. Main Street, Grant Park, Kankakee County

- Station 301+75.10 (LT) to Station 302+26.20 (LT). SW quadrant of IL Route 1/17 & West Taylor Street. 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: VOCs, SVOCs, and Metals.

Site 4077-COV-8 – Grant Park Sheet Metal, 113 S. Main Street, Grant Park, Kankakee County

- Station 301+25.03 (LT) to Station 301+75.10 (LT). West Side of IL Route 1/17 between West Taylor and West Curtis Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

Site 4077-COV-9 – Mixed-Use Building, 119 S. Main Street, Grant Park, Kankakee County

- Station 301+01.68 (LT) to Station 301+25.03 (LT). West Side of IL Route 1/17 between West Taylor and West Curtis Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

Local Site SB-3 – Historic Printing Shop, 115 W. Taylor Street, Grant Park, Kankakee County

- Station 11+77 (40' LT) to Station 13+26 (40' LT). West of NW quadrant of Taylor and Main Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Manganese.

Local Site SB-4 – T&M Enterprises / General Energy, 101 W. Taylor Street, Grant Park, Kankakee County

- Station 13+26 (40' LT & 28') to IDOT ROW (40' LT & 28' RT). Just west of NW and SW quadrants of Taylor and Main Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Manganese.

Local Site SB-6 – Village Parking Facility & Village Hall, 106 W. Taylor Street, Grant Park, Kankakee County

- Station 11+77 (28' RT) to Station 12+61 (28' RT). West of the SW quadrant of Taylor and Main Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Manganese.

Local Site SB-7 – Commercial Building, 101 S. Main Street, Grant Park, Kankakee County

- Station 12+61 (28' RT) to Station 13+26 (28' RT). West of the SW quadrant of Taylor and Main Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Manganese.

Local Site SB-8 – T&M Enterprises / General Energy, 101 W. Taylor Street, Grant Park, Kankakee County

- IDOT ROW (36' LT & 34' RT) to Station 21+07 (36' LT & 34' RT). North of NW quadrant of Taylor and Main Streets. The Engineer has determined this material meets the criteria

of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Manganese.

Local Site SB-10 – Midland States Bank Parking Lot & Mixed-Use Building, 119 N. Main Street, Grant Park, Kankakee County

- Station 23+28 (35' LT & 32' RT) to Station 23+83 (Project End) (36' LT & 32' RT) from a depth of 0' to 5' bgs. SE quadrant of North Main and Mosier Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead, Manganese.

Local Site SB-10 – Midland States Bank Parking Lot & Mixed-Use Building, 119 N. Main Street, Grant Park, Kankakee County

- Station 23+28 (35' LT & 32' RT) to Station 23+83 (Project End) (36' LT & 32' RT) from a depth of 5' to 10' bgs. SE quadrant of North Main and Mosier Streets. 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: PID Readings' Lead, Manganese.

Local Site SB-11 – Railroad ROW, 100 Block of N. Main Street, Grant Park, Kankakee County

- Station 22+78 (34' LT & 33' RT) to Station 23+28 (34' LT & 33' RT). Just south SE quadrant of North Main and Mosier Streets. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Manganese.

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 ISGS PESA Sites: **None.**

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

REMOVE AND RE-ERECT EXISTING SIGN

Description. All work performed under this pay item shall be performed in accordance with Section 724 of the Standard Specifications for Road and Bridge Construction, unless modified within these documents.

This work shall consist of the removal and re-erection of existing signs as shown in the plans including all necessary hardware.

The Contractor shall take all necessary precautions to ensure the signs will not be damaged during construction operations and shall be stored in a manner to protect against damages. Any damage to the signs due to Contractor negligence will be repaired by the Contractor at no additional cost to the Owner. If a sign is sufficiently damaged and unable to be repaired, the Contractor shall replace said sign.

Method of Measurement. This work will be measured in place per EACH.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE AND RE-ERECT EXISTING SIGN.

REMOVE EXISTING SIGN COMPLETE

Description. This work shall consist of the removal and disposal of any and all existing signs not designated to remain or for relocation along with their supports, posts, bases, and foundations. Any signs removed on FAP 332 (IL Route 1/17) shall be salvaged and returned to the IDOT Maintenance Facility and shall be included in the cost for this pay item.

General. This work shall be in accordance with Section 724 of the Standard Specifications.

Method of Measurement. This work will be measured in place per EACH.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE EXISTING SIGN COMPLETE.

REMOVING INLETS **REMOVING MANHOLES**

Description. This work shall consist of removing and disposing of drainage structures as specified herein.

Construction Requirements. The term drainage structure shall include, but is not limited to, a storm water drainage chamber, junction box, manhole, inlet, or catch basin, inclusive. Drainage structures shall be removed in accordance with Section 605 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in units of EACH for each manhole or inlet to be removed.

Basis of Payment. This work will be paid at the contract unit price per each for REMOVING INLETS OR REMOVING MANHOLES, regardless of size or dimensions of the structure.

RIGHT OF ENTRY TO UNION PACIFIC RAILWAY PROPERTY
DOT/AAR NO. 167 522 L Contract 87474

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

The Contractor shall confer with the Railroad Engineer and shall procure and pay all fees for required railroad permits and licenses in accordance with Article 107.04 of the Standard Specifications. These fees will not be reimbursed by the Department and will be included in the cost of other applicable pay items in the contract. The Union Pacific Railway contact person is:

Kerin Bristow
Manager II – Real Estate
Union Pacific Railroad Company
1400 Douglas Street, MS 1690 | Omaha, NE 68179
klbristo@up.com
(402) 544-3721

The Right of Entry Permit Application can be found at:

https://www.up.com/real_estate/tempuse/index.htm or
https://www.up.com/real_estate/index.htm.

As of March 23, 2025, the cost for the Right of Entry Permit is \$1,545.00, but this number is subject to change. The Contractor should confirm the cost with the Norfolk Southern Railway at the time of bid. No compensation will be made for changes to the cost of application fees between the time of bid and time of construction.

The Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation in accordance with Article 107.12 of the Standards Specifications. For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Each for RAILROAD PROTECTIVE LIABILITY INSURANCE.

The services of railroad flaggers will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way or come within 25' of the tracks. The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Articles 107.12 and 109.05. The railroad flagger contact is through the response

management communication center at 1-888-UPRRRCOP (877-7267) or report issues through UP.com/NotifyUP. Union Pacific Approved Qualified Vendor will be required to provide flagging. A minimum of 72 hours' notice is requested.

The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Article 109.05. The railroad flagger contact person is Mr. Brian Dyer at 815-739-6003 or bsdyer@up.com. A minimum of 72 hours' notice is requested.

https://www.up.com/real_estate/third-party-flagging/index.htm

RailPros

- Email: UP.info@railpros.com
- Phone: 877-315-0513, ext. 116

National Railroad Safety Services

- Email: UP.request@nrssinc.net
- Phone: 877-984-6777
- <https://www.nrssinc.net/contacts>

Basis of Payment. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Each for RAILROAD PROTECTIVE LIABILITY INSURANCE.

SANITARY MANHOLES TO BE ADJUSTED

Description. All work performed under this pay item shall be performed in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction, unless modified within these documents.

This work shall be done in accordance with Section 602 of the STANDARD SPECIFICATIONS and shall consist of the adjustment of sanitary manholes and furnishing and installing a new type 1 frame, closed lid. Non-hardening butyl rubber mastic sealant: minimum thickness 1/4 inch, shall be used between adjusting rings in place of mortar, or as required by the Owner of the Sanitary Sewer. In locations where existing external frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where internal frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where there are no existing frame seals, an internal/external frame seal shall be installed. The installation of the internal/external frame seal will not be paid for separately and will be considered incidental to this pay item.

The Internal/External Frame seal shall consist of the following:

- (A) Provide frame seals consisting of a flexible internal rubber sleeve, rubber ring, and external rubber sleeve and extension, and stainless- steel compression bands.
- (B) Rubber sleeve, ring, butyl tape, and extension:

1. Provide rubber sleeve and extension complying with ASTM D412 and ASTM D2240.
2. Provide rubber ring complying with ASTM D-2000.
3. Provide butyl tape: Comply with 1000% minimum webbing @ 77 degrees F, 500% minimum elongation @ 32 degrees F, and maximum 75 psi compressibility @ 77 degrees F.
4. Provide sleeve with a minimum thickness of 0.062" and unexpanded external vertical heights of 10 to 12 inches.
5. Provide extension having a minimum thickness of 0.062".
6. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48±5.

(C) Compression band:

1. Provide compression band to compress the sleeve against the manhole.
2. Use 16-gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1/2- inch.
3. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
4. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.

(D) Or as required by the Owner of the sanitary sewer system.

The Internal/External Frame Seal shall be installed as follows:

(A) Install internal/external rubber gasket on the manhole chimney.

1. Provide watertight gasket to eliminate leakage between the internal/external frame seal and the adjusting ring and between each adjusting ring down to and including cone section.

(B) Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.

(C) Install internal rubber gasket in accordance with manufacturer's recommendations.

1. Field verify for suitable dimensions and layout before installation.
2. Realign frame as required.

(D) Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the external rubber gasket.

(E) Install external rubber gasket in accordance with manufacturer's recommendations.

1. Field verify for suitable dimensions and layout before installation.

2. Utilize sealing caulk where required.
 3. Provide chimney seal extensions as required.
- (F) Test installation by flooding area around the manhole with water before backfilling and surface restoration.
1. Gaskets are required to provide watertight seal at openings between the frame and adjusting rings and between adjacent adjusting rings down to the cone/corbel section.
- (G) Reinstall and retest failing gaskets at no additional cost to Owner
- (H) Or as required by the Owner of the sanitary sewer system.

Method of Measurement. Sanitary Manholes to be Adjusted will be measured in place per EACH.

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

SHREDDED BARK MULCH 3"

This work shall consist of furnishing, transporting, and placing shredded bark mulch.

Materials. Materials to be used shall be clean finely shredded hardwood bark, to an average depth of three (3) inches in dimension, free of foreign matter, sticks, stones, and clods.

Weed barrier fabric shall be cut as needed and fitted within the plantar boxes. Wire staples, meeting the approval of the Engineer and driven at a 90-degree angle to the plane of the soil, shall be installed to hold the fabric in place. A minimum of one staple per square yard (square meter) is required. Strips of fabric shall overlap 6 in. at the seams. After placing the weed barrier fabric, the top surface of the fabric shall be clear of any topsoil, and mulch shall be placed in such a way as to completely cover the weed barrier to an average depth of 3 inches.

The Contractor shall mulch all plantings immediately after planting, as planting progresses, or the same day as planted with a 3" layer of shredded hardwood mulch.

Method of Measurement. This work will be measured for payment on a square yard basis.

Basis of Payment. This work shall be paid for at the contract unit price per SQUARE YARD for SHREDDED BARK MULCH 3" of the material and depth/thickness specified in these specifications or the approved construction plans.

SIDEWALK SPECIAL, CONCRETE HEADER BAND, 6", PLANTER CURB

Description. This work shall consist of subgrade preparation, placement of base material, formwork, reinforcement, finishing, and cleanup necessary for construction of concrete maintenance band, concrete paver band, and planter curb in accordance with Section 424 of the Standard Specifications, as described herein, and as depicted on the plan and detail sheets.

Materials.

Concrete

Concrete shall be in accordance with Section 420 of the Standard Specifications, having a minimum 14-day strength of 3500 psi.

Joint Sealant

Joint sealants shall be a one-part non-priming, non-tacking, polyurethane joint sealant with leveling properties suitable to the use intended. The color shall be selected by the Engineer.

Joint Filler Material

Joint filler material shall be a non-extruding asphalt-impregnated fiber board of a width as specified on the Drawings and in accordance with Section 1051 of the Standard Specifications. Joint filler shall extend from the bottom of the slab to within 1 inch of the top of the joint.

Dowel Rod

Dowel rods used for doweled expansion joints shall be smooth steel rod of the size specified on the Drawings. One end of the rod shall be sleeved to permit free movement within one side of the slab or other concrete component.

Base Course Granular Material

Material shall be crushed stone having a CA-6 gradation conforming to Section 1004 of the Standard Specifications.

Reinforcement

Reinforcing bars shall conform to ASTM A615, Grade 60. The welded wire mesh shall be welded plain cold-drawn steel wire fabric conforming to ASTM A185. The steel wire shall conform to ASTM A82 and be of the size indicated on the plans.

The existing subgrade shall be thoroughly compacted prior to installation of the sub-base granular material. Sub-base granular material shall be installed in accordance with these specifications and to the compacted depth indicated on the drawings.

Protective coat shall be applied as specified herein to all poured concrete except underlayment.

Construction.

Forms shall be oiled prior to placing concrete. All pavements and underlayments shall have a minimum cross slope of 1/4 inch per foot or as indicated on the plans. Concrete shall be placed in one course construction of the specified thickness.

The surface of all exposed Concrete shall have a light broom finish. Exposed formed surfaces to have hand rubbed surface.

Expansion and Isolation Joints

Premolded joint filler shall be installed with attached joint caps where indicated on the plans and not be more than 30 feet apart and where new concrete work abut vertical surfaces, walks, and other existing concrete construction. Joint fillers and joint caps shall be extended to the full width and depth of the joint. Joint fillers shall be furnished in one-piece lengths for the full width of slab

to be placed, wherever possible. The top edge of the joint cap shall be formed to conform to the top profile of concrete.

The concrete shall be tooled with a slight radius on each side of joint cap. After the concrete has cured sufficiently, remove top half of joint cap.

The sealant shall be installed as indicated on the plans per manufacturer's recommendations and specifications to fill space created by joint cap to top of concrete.

The surface shall be divided using control joints of the depth and configuration indicated on the drawings. The surface shall be divided by control joints extending to 1/3 the depth of the slab. Control joints shall be tooled first, then sawcut to proper depth and shall be spaced at intervals indicated on the drawings. All edges of header banding shall be shaped with an edging tool having a radius as indicated on the drawings.

Concrete pours shall be ended at expansion or control joints. Partial slabs shall not be allowed.

Protective Coat

Protective coat shall be applied to all concrete surfaces. This work shall be performed in accordance with Article 420.18 of the Standard Specifications, except that the coating shall be applied regardless of when the item being coated was constructed.

All concrete shall be cured for not less than seven (7) days after placement. All surfaces shall be protected from sun with membrane curbing compounds. During hot weather, the temperature of the concrete shall be kept below 90 degrees F. During cold weather, the temperature of the concrete shall be kept between 50 degrees F and 70 degrees F for 3 to 5 days. The concrete shall be protected from frost and rapid drying for 6 days. Warning barricades shall be properly erected to prevent premature loading or tracking of fresh concrete.

Method of Measurement. This work shall be measured in place per SQ FT for SIDEWALK, SPECIAL, per FOOT for CONCRETE HEADER BAND, 6" and per FOOT for PLANTER CURB.

Basis of Payment. This work shall be paid for at the contract unit price per SQ FT for SIDEWALK, SPECIAL, per FOOT for CONCRETE HEADER BAND, 6", and per FOOT for PLANTER CURB.

SIGN SUPPORT, SPECIAL

This work consists of furnishing all labor, materials, and equipment necessary to the installation of Sign Support Special as shown on the plans, as directed by the Engineer, in accordance with the applicable portions of Sections 729 and 1006 of the Standard Specifications and as herein specified.

Sign Support Special as herein specified includes all excavations, concrete foundation, aluminum post base, 4-inch fluted aluminum signpost, bolt on aluminum sign frame, sign panel R1-1 (STOP SIGN), two-way street sign trim assembly (90-degrees), two two-way (double faced) street signs 6" X 36" (cantilevered), ball-style finial, and all necessary brackets and hardware to complete the installation. All signs shall be furnished by the Contractor.

The traffic signs furnished shall include the reverse (back) side of the sign with a powder coated factory applied black finish to match the signpost. The street signs to be utilized shall conform to manufacturers' specifications and shall be Capital Streetscape or Brandon Industries.

The finial for the top of each pole shall be an acorn-style design and constructed of cast aluminum. All fasteners used to attach the finial to the pole shall be stainless steel.

The post shall be constructed from heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM 8179-95a or ASTM 826-95. All hardware shall be tamper resistant stainless steel. Anchor bolts are to be completely hot dip galvanized. Design shall be fluted. Nominal average outside diameter shall be 4" and shall be approximately 12' in height. Poles shall either be one piece with a welded or cast integral base or two-piece consisting of the pole with a slip over base. Poles with integral base shall be constructed of cast aluminum. The pole shall be circumferentially welded to the base casting. All exposed welds shall be ground smooth and shall be done according to ANSI/AWS D1.2-90. All welders shall be certified per Section 5 of ANSI/AWS D1.2-90.

Traffic sign trim shall be constructed of one-piece heavy wall cast aluminum. The bottom of the traffic sign trim shall be mounted at 7'-0" above the finished pole base height. The sign trim shall either be bolt on or a clamp on assembly. All fasteners shall be stainless steel and finished color to match the decorative pole assembly.

Street Sign Trim: Street sign trim shall be constructed of one-piece heavy wall cast aluminum. Each decorative metal post shall have two (2) sign trims installed at 90-degree angles or as approved by the Engineer. The sign trim shall accommodate one 6" x 36" dual sided street sign and be cantilevered from the post assembly. All fasteners used shall be stainless steel and color finished to match the decorative metal post assembly.

Post and fixture finish shall consist of cleaning, etching and rinsing followed by a protective chromate primer, deionized water rinse, over dry off and top coated with thermoset TGIC super polyester powder coat finish. The finish shall pass the AAMA 605.02 performance specification, which includes passing a 3,000-hour salt spray test for corrosion resistance.

All fasteners used in the construction of the decorative metal post assembly shall be stainless steel with a powder-coated finish black to match.

Concrete foundations shall conform to the manufacturer's specifications.

All materials for Sign Support Special shall be high intensity and not engineering grade if offered as an option by the manufacturer.

The following manufacturers' model numbers have been provided for informational purposes only. The Village of Grant Park will have final acceptance of the material.

Brandon Industries	
Pole:	SPF4X14 BK (with street signs) or SPF4X12 (without street signs)/BK
Base:	SB-24/BK

Finial: FIN-B4/BK
Street Sign Trim: TDS0636 (2-way)/BK
Traffic Sign Trim: TSTOP30N/BK

Capital Streetscapes

Pole: FL4X14 BK (with street signs) or
FL4X12 (without street signs)/BK
Base: BASE44/BK
Finial: BALL4/BK
Street Sign Trim: FR6X36 (2-way)/BK
Traffic Sign Trim: FR30OCT/BK

All Street Signs shall be green.

Method of Measurement. This work will be measured in place per EACH.

Basis of Payment. This work shall be paid for at the contract unit price per each for SIGN SUPPORT, SPECIAL and no additional compensation will be allowed.

STORM SEWER, WATER MAIN QUALITY PIPE

Description. This work consists of constructing circular storm sewers to meet watermain standards, as required by the IEPA or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Section 653.119), the applicable sections of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and as herein specified.

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

- (1) Water mains and water service lines shall be located at least 10 feet (3.05 meters) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, or sewer service connections.
- (2) Water mains and water service lines may be located closer than 10 feet (3.05 meters) to a sewer line when:
 - a. Local conditions prevent a lateral separation of 10 feet (3.05 meters); and
 - b. The water main or water service invert is 18 inches (460 mm) above the crown of the sewer; and
 - c. The water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3) A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches (460 mm) above the crown of the drain or sewer whenever water

mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located within 10 feet (3.05 meters) horizontally of any sewer or drain crossed.

When it is impossible to meet (1), (2) or (3) above, the storm sewer shall be constructed of PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 feet (3.05 meters).

Materials. Circular storm sewer meeting water main requirements shall be constructed of Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. A minimum wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and Cell Class. The pipe and fittings shall also meet NSF Standard 14, and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used.

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

Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM F477. Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) and be approved by NSF.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per FOOT for STORM SEWER WATER MAIN QUALITY PIPE of the type and diameter specified for circular storm sewers.

SUPPLEMENTAL WATERING

Description. This work will include watering turf, trees, shrubs, and perennial plants at the rates specified and as directed by the Engineer.

Watering will only begin after the successful completion of all period of establishment requirements and will continue through the construction year growing season as directed by the Engineer.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the Contractor's expense.

Materials. The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Construction. The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

Perennial Plants:	2 gallons per square foot
Trees:	35 gallons per tree
Shrubs:	25 gallons per large shrub
	15 gallons per small shrub

A spray nozzle that does not damage small plants must be used when watering perennial plants or turf. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and vines if mulch and soil are not displaced by watering. Water shall trickle slowly into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement. Supplemental watering will be measured in units of 1,000 gallons of water applied as directed.

Basis of Payment. This work will be paid for at the Contract Unit Price per unit of SUPPLEMENTAL WATERING, measured as specified.

TOPSOIL FURNISH AND PLACE, 6"

Description. This work shall consist of furnishing, transporting, preparing, and placing topsoil imported from offsite sources. The work shall be completed in accordance with Section 211 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer.

Materials. Topsoil shall be provided in accordance with Article 1081.05 of the Standard Specifications with the exception that the minimum organic content shall be 4 percent.

Import topsoil from offsite sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 6 inches deep; do not obtain from bogs or marshes.

Construction. This work shall be performed in accordance with Articles 211.04 and 211.05 of the Standard Specifications except as modified herein.

Place topsoil and complete finish grading to meet grades as shown on the plans.

Method of Measurement. The contract unit price shall be measured per square yard in place, including importing and placing topsoil to a depth of 6 inches, as indicated, in all seeded areas.

Basis of Payment. This item shall be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 6".

TOPSOIL PLANTING MIXTURE

Description. This work shall consist of furnishing, transporting, preparing, and placing topsoil planting mixture from the site or imported from offsite sources mixed with soil amendment materials. The work shall be completed in accordance with Section 211 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer.

Materials. All topsoil proposed for use, whether from on-site or imported, shall be tested at the Contractor's expense by the Owner testing agency for conformance to the specifications. Topsoil shall be fertile, friable, natural loam, taken from a naturally well drained site where topsoil occurs in a depth of not less than 4 inches; do not obtain from bogs or marshes. Topsoil shall be suitable for vigorous plant growth and not frozen or muddy. Topsoil shall be free from subsoil, clay, brush, weeds, stones larger than one (1) inch in diameter, stalks, roots and other material that would be toxic or harmful to plant growth. Acidity range pH 6.0-7.0, not less than 3% humus as determined by loss on ignition of moisture free samples dried at 100 degrees Centigrade.

The Landscape Architect reserves the right to reject topsoil in which more than 60% of material passing U.S.S. #100 sieve consists of clay as determined by the Bouyoucos Hydrometer by dried weights of materials. An analysis for organic matter and clay made in accordance with current methods of the Association of Official Agricultural Chemists. Analysis paid for by Installer and may be required to be submitted for approval by Landscape Architect.

Commercial Fertilizer, peat, composts, and other soil additives shall be used to counteract soil deficiencies as recommended by the soil test analysis.

Peat for Soil Mix: A natural residue of native type formed by decomposition of reed peat or sedge peat, by not peat moss, from a fresh water site, conditioned in storage piles after excavation for at least six months, including one freezing and one thawing period, and when delivered from storage piles shall contain between 35% and 65% moisture by weight, shall be free from lumps, sticks, stones, weedy roots, or other foreign matter.

Organic matter shall be not less than 90% on a dry weight basis (samples dried at 110 degrees Centigrade). Ash on dry basis shall be not more than 20%, shall be low in content of woody material and iron.

Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.

Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh.

Sand: Clean, washed sand, free of toxic materials.

Sulfur: In a form generally accepted for landscape use, granular as specified by the Engineer, according to the soil test recommendations.

Water: Clean, fresh, and free of substances or matter, which could inhibit vigorous growth of plants.

Planting Soil Mixture Requirements:

Planting Mixture (5 parts) for Shrub Planting: Materials thoroughly mixed by hand or rotary mixer in the following proportions by volume: three (3) parts topsoil; one (1) part peat; one (1) part sand.

Planting Mixture (6 parts) for Perennials and Groundcovers: Three (3) parts topsoil; one (1) part sand and two (2) parts decomposed mushroom compost.

Planting Mixtures have a true pH value of 6.0 – 6.5. The contractor shall amend the planting mix as necessary, at his own expense, to bring the proper pH range, by mixing with limestone or sulfur as required by soil analysis.

Construction. The soil conditioner installation shall only begin after all removals, including vegetation removals, are completed. Clean planting areas of all trash and debris before placement of the approved soil conditioner. Remove and legally dispose of all removals and debris offsite in accordance with Article 202.03.

Compacted Planting Mix thickness at the following areas:

- Shrub Beds: (24") twenty-four inches.
- Perennial and Groundcover Beds: (24") twenty-four inches

Rake smooth and finish grade all planted areas. This work shall be considered included in the cost of TOPSOIL PLANTING MIXTURE. Grading shall be to a tolerance of +/- 0.10 foot of the design grades. Any grade disturbed by any other operations shall be restored to the finish grade and raked smoothly at no additional cost.

All debris litter, tire tracks, and unintended materials shall be removed, swept, or washed off all landscape, adjacent walls and surfaces, curbs, gutters, and pavement daily, to the approval and directive of the engineer.

Method of Measurement. This work shall be measured on a cubic yard basis and shall include importing and placing topsoil planting mixture to a depth of 24 inches in all planting bed areas, including all materials, labor, or equipment required to complete this work.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TOPSOIL PLANTING MIXTURE, which price shall be payment in full for performing the work as specified herein and as determined by the Engineer.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

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

The scope of traffic control shall entail supplying, maintenance and removal of any and all necessary traffic control signage and devices required by these special provisions, the IDOT

Standard Specifications for Road and Bridge Construction, latest edition, the IDOT Work Zone Safety Manual, latest edition and MUTCD, latest edition in order to complete the scope of work outlined in the construction documents. Any alteration to these requirements shall not be permitted unless expressed by the Engineer in writing.

Traffic control may be adjusted as necessary to fit field conditions as directed by the Engineer. Additional traffic control devices may be required which are not associated with any traffic control standards. The additional traffic control devices shall be included in the contract lump sum price for Traffic Control and Protection, (Special).

The Contractor shall be responsible for inspecting and maintaining all traffic control signage, devices, and markings at all times including nighttime, weekends, and any time workers are not present. This work shall be performed in accordance with Recurring Special Provision LRS3. Traffic control surveillance will not be paid for separately but shall be included in the contract lump sum price for Traffic Control and Protection, (Special).

Any and all traffic control devices shall also comply with the requirements set forth by the aforementioned guidelines. In the event that there are conflicting guidelines for traffic control, the Contractor shall bring this to the attention of the Engineer or comply with the more stringent of the conflicting guidelines.

All signs shall be fluorescent orange.

Special attention is called to Sections 107 and 701 through 705 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following highway standards relating to traffic control:

Highway Standards

701001	701006	701011	701301	701311	701501	701502
701701	701801	701901	704001			

District 5 Standard 70200000

District 3 Specific Standards

Urban Pavement Markings

Limitations of Construction: The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. The Contractor shall install a 48" x 48" "Road Construction Ahead" sign with appropriate supplemental arrow south and east of Taylor Street on IL Route 1/17.
2. The Contractor shall provide, erect, and maintain all the necessary barricades, barrels (not cones), drums, and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications, and as modified.

3. The Contractor shall furnish and erect "Road Construction Ahead" signs (W20-1(0)-48) at both ends of the project and all side roads within the limits of this section when working in the vicinity of the road.
4. All Type III barricades will be equipped with two Type A flashers per barricade and Type III barricades with R11-3 signing and shall have reflectorized striping on both sides of the barricades.
5. The R11-3 and R11-4 signs shall be mounted on wing barricades as per Traffic Control Standard 701901, placement of the wing barricades shall be on the shoulder. The R11-2 signs shall be mounted on Type III barricades as per Traffic Standard 701901 and also equipped with two Type A flashing lights.
6. The use of metal posts and sandbags for temporary signage will be permitted.
7. The Contractor will be responsible for the traffic control devices at all times during construction activities and shall coordinate the items of work in order to keep hazard traffic inconveniences to a minimum.
8. The Contractor shall install short term pavement markings and temporary pavement markings in accordance with the Maintenance of Traffic Plan and as directed by the Engineer. This work will be paid for separate from this pay item with the appropriate temporary marking pay items.

Method of Measurement. This work will be measured on a lump sum basis.

Basis of Payment. This work shall be paid for at the contract unit price per L SUM for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

TRAFFIC CONTROL IN THE VICINITY OF A RAILROAD GRADE CROSSING
(Effective August 4, 2017)

In accordance with Chapter 8 of the Manual on Uniform Traffic Control Devices (MUTCD):

When a grade crossing exists either within or in the vicinity of a temporary traffic control zone, lane restrictions, flagging (see Chapter 6E of the MUTCD), or other operations shall not be performed in a manner that would cause highway vehicles to stop on the railroad or LRT tracks, unless a flagger or uniformed law enforcement officer is provided at the grade crossing to minimize the possibility of highway vehicles stopping on the tracks, even if automatic warning devices are in place.

See figure 6H-46 and associated notes of the MUTCD regarding the temporary traffic control in the vicinity of the railroad grade crossing.

Basis of Payment. The cost of the additional flagger and any additional signs, if necessary, will not be paid for separately, but shall be included in the cost of associated traffic control items.

TRASH RECEPTACLE, RECYCLING RECEPTACLE

Description. This work shall consist of furnishing, transporting, assembling, and placing trash and recycling receptacles as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Trash and Recycling Receptacle

Manufacturer/Supplier:

DuMor, Inc.
www.dumor.com
(800) 598-4018

Product: 157-32SH 32-gallon steel receptacle with shield
Finish/Color: Powder coat black
Options: Provide RC-Recycling Lid for recycling receptacles

Manufacturer/Supplier:

Victor Stanley
www.victorstanley.com
(800) 368-2573

Product: SD-42 Ironsites receptacle
Finish/Color: Powder coat black
Options: Provide rain bonnet lid for trash receptacle, and recycle lid for recycling receptacle

Manufacturer/Supplier:

Landscape Forms
www.landscapeforms.com
(800) 430-6206

Product: Scarborough receptacle
Finish/Color: Powder coat black
Options: Provide side opening lid for trash receptacle, and recycling dual-use lid and large recyclable symbol for recycling receptacle

Construction. Assemble and install trash and recycling receptacles at locations as shown on the plans.

Method of Measurement. The contract unit price for trash and recycling receptacles shall include assembly and all hardware necessary to attach the bench as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per each for TRASH RECEPTACLE and RECYCLING RECEPTACLE, and no additional compensation will be allowed.

TREE GRATE ASSEMBLY, COMPLETE

Description. This work shall consist of furnishing, transporting, assembling, and placing tree grate as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

The following products/suppliers are preapproved:

Tree Grate

Manufacturer/

Supplier: East Jordan Iron Works

www.ejco.com

(800) 626-4653

Product: 8954-2 Plaza Tree Grate Set, product number 00895445C01, 48"x72". Imbedded frame connection on three sides, retrofit connection on fourth (curb) side.

Finish/color: natural, undipped

Manufacturer/

Supplier: Ironsmith

www.ironsmith.cc

(800) 338-4766

Product: 7210 ADA Cast Iron Tree Grate, 48"x72". Imbedded frame connection on three sides, retrofit connection on fourth (curb) side.

Finish/color: natural, undipped

Manufacturer/

Supplier: Neenah Foundry

www.neenahfoundry.com

(800) 558-5075

Product: 8815-1 ADA Compliant Grate, 48"x72". Imbedded frame connection on three sides, retrofit connection on fourth (curb) side.

Finish/color: natural, undipped

Construction. Assemble and install tree grates at locations as shown on the plans. Anchor tree grates with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans.

Method of Measurement. The contract unit price for tree grate shall include assembly and all hardware necessary to attach the tree grates as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per each for TREE GRATE ASSEMBLY, COMPLETE and no additional compensation will be allowed.

TRIAXIAL GEOGRID REINFORCEMENT, TYPE I

Description. This work consists of furnishing and installing an integrally formed, high-density polypropylene grid reinforcement material with triangular apertures. The grid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the embankment or subgrade as shown on the plans and Table 1 below.

Materials.

Table 1
Geogrid Requirements

Property	Test Method	Type I
Aperture Shape	Visual	Triangular
Aperture Size (in) (a)	ID Calipered	1.6
Rib Thickness (mil) (b)	ASTM D1777	50
Rib Shape	Visual	Rectangular
Min Radial Stiffness @ 0.5% strain (lb/ft) (c)	ASTM D6637	15,430
Junction Strength (efficiency) (%) (d)	GRI-GG2-87	93 min
Ultraviolet Stability (%)	ASTM D4355	100

- (a) Nominal dimension, measured perpendicular, from center of the base of triangle.
- (b) Nominal dimension, measured at mid-rib.
- (c) Radial stiffness is determined from the tensile stiffness measured in any inplane axis from testing in accordance with ASTM D6637.
- (d) Load transfer capability determined in accordance with GRI-GG1-87 and GRI-GG2-87 and expressed as a percentage of ultimate rib tensile strength.

The supplier shall provide certification that this product meets the above requirements.

Installation.

The geotechnical reinforcement shall be placed as described herein or as shown on the plan cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris and sharp objects. All wheel tracks or ruts in excess of 75 mm (3 inches) in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the "roll length" parallel to the roadway. Fabric of insufficient width or length to fully cover the specified shall be lapped a minimum of 600 mm (24 inches).

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back dumped on the geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the geogrid. Dumping of material directly on the geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the geogrid prior to placement of the granular blanket.

Unless otherwise specified in the plans or project special provisions, the granular material shall be placed to the full required thickness and compacted to the satisfaction of the Engineer.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his/her expense, including costs of removal and replacement of the granular material.

Geogrid that is torn may be patched in-place by cutting and placing a piece of the same geogrid over the tear. The dimensions of the patch shall be at least 600 mm (24 inches) larger than the largest dimension of the tear in each direction, and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

Method of Measurement. Triaxial Geogrid Reinforcement Type I will be measured in place per SQUARE YARD.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for TRIAXIAL GEOGRID REINFORCEMENT, TYPE I.

UNIT PAVERS

Description. This work shall consist of constructing unit paving on a rigid subgrade, in accordance with these special provisions, as shown on the plans, and as directed by the Engineer. Work shall include all subgrade preparation, base material, formwork, reinforcement, finishing, and cleanup necessary for unit paving construction. All work for this pay item shall conform with the provisions stated in IDOT LRS Check Sheet #14 (BLR 11300) of the IDOT Recurring Special Provisions, for the appropriate IDOT letting.

Unit Pavers to be produced at a plant on IDOT's Qualified Product List in the Unit Pavers Special Provision.

The Contractor shall provide all equipment and materials and do all work necessary to construct the unit paving as indicated on the Drawings and as specified. Drawings and general provisions of Contract, and all other sections of these Special Provisions, apply to this Section. Except as

modified herein, the work shall be in accordance with the applicable portions of the Standard Specifications.

The Contractor shall provide evidence that his firm or other entity propose for the unit paving work has specific experience meeting the following criteria:

1. Experience installing unit pavers using sand setting beds.
2. Installed a minimum of 50,000 square feet per year for the past five years of unit paving using sand setting beds.
3. The same experienced supervisory personnel will be made available for this project.

The Contractor shall also submit a list of comparable projects setting forth description, square footage, location and knowledgeable references with addresses and phone numbers.

The Contractor shall submit to the Engineer a minimum of 16 square feet of each type of unit paver for approval. The Submittal shall indicate the full range of unit pavers in the specified colors.

The Contractor shall submit manufacturer's technical specifications and data for concrete paver units indicating conformance with specified requirements.

Materials.

All materials and their associated producers/suppliers shall be IDOT prequalified.

Unit Pavers - Pedestrian

Manufacturer/Supplier:
Pine Hall Brick
800-952-7425
www.pinehallbrick.com
Product: Rumbled Series Full Range
Size: 4"x8"x2.75"
Color: Full Range

Manufacturer/Supplier:
Belden Brick
330-456-0031
<https://www.beldenbrick.com/>
Product: Regimental Full Range
Size: 4"x8"x2.75"
Color: Full Range

Manufacturer/Supplier:
Endicott Brick
402-729-3315
<https://endicott.com/>

Product: Burgundy Blend, Red Blend and Medium Ironspot #46
Size: 4"x8"x2.625"
Color: 50% Burgundy Blend, 30% Red Blend and 20% Medium Ironspot #46

Unit Pavers - Crosswalk

Manufacturer/Supplier:
Pine Hall Brick
800-952-7425
www.pinehallbrick.com
Product: Rumbled Series Full Range
Size: 4"x8"x2.75"
Color: Full Range

Manufacturer/Supplier:
Belden Brick
330-456-0031
<https://www.beldenbrick.com/>
Product: Regimental Full Range
Size: 4"x8"x2.75"
Color: Full Range

Manufacturer/Supplier: Endicott Brick
402-729-3315
<https://endicott.com/>
Product: Burgundy Blend, Red Blend and Medium Ironspot #46
Size: 4"x8"x2.625"
Color: 50% Burgundy Blend, 30% Red Blend and 20% Medium Ironspot #46

Samples of pavers to be used shall be provided for approval prior to ordering.

There shall be no variation in the depth of each paver and pavers shall have a chamfered edge on all top-side edges.

Graded Aggregate for Base

The base course granular material shall meet the requirements of Section 1004 of the Standard Specifications of CA-06 and shall be constructed to a compacted thickness as described in the plans. Crushed Concrete shall not be used.

Portland Cement Concrete Base Course

As described in Concrete Paving Section of these special provisions or as stated in the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

Drainage Geotextile

Nonwoven needle-punched geotextile made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288.

Sand Setting Bed

Sand for setting bed shall meet the requirements of Section 1003 of the Standard Specifications for FA-06. Masons sand shall not be used.

Paver Joint Material

The paver joint material shall be dry sand conforming to ASTM C-144 with all particles passing the No. 16 sieve.

No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the underlayment is frozen.

The concrete underlayment shall be sound, clean, and free from debris and materials or substances which will hinder the bond of the setting bed. The top surface of concrete underlayment slab shall not vary more than one half (1/2) inch of its proposed elevation. Concrete shall have cured at least three (3) days.

Construction.

General: Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures. Cut unit pavers with motor-driven masonry saw equipment to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible.

The Contractor shall make every effort to reduce dust during paver installation and cutting operations. If pavers are wet cut, the Contractor shall clean daily adjacent horizontal and vertical surfaces of all slurry, debris and over spray created by wet cutting operations. If pavers are dry cut, an effective dust collection vacuum system must be employed to collect dust at the saw. The Contractor shall maintain such system to optimize its performance by changing or emptying filter bags, or other required activities.

Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch. Radial cut pavers shall be created by trimming both sides of paver.

Joint Pattern: As indicated in plans.

Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.

Rigid setting-bed applications: Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density. Place aggregate base, and concrete underlayment as described in the Concrete Paving Section of these Special Provisions. Place leveling course and screed to a thickness of 3/4 to 1 inch, taking care that moisture content remains constant, and density is loose and constant until pavers are set and compacted. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb the leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500-lbf to 5000-lbf compaction force at 80 to 90 Hz. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.

Surface tolerance shall be within 1/4 in. of the required grade as measured with a 10 ft. straightedge in both the transverse and longitudinal directions.

Setting bed shall be protected from damage prior to setting pavers. Unit pavers shall be set on sand setting bed. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the engineer shall not be used. Pavers shall be set true to the required lines and grades in the pattern detailed on the Plans. Pavers shall be tightly butted. Joints between pavers shall be uniform and shall be 1/8 inch in width. There shall be positive surface drainage with no bird baths or raised edges (either pavers or materials adjacent to pavers) that could allow someone to trip. The tolerance for such edges shall be 0" - 1/8" maximum in range.

After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized.

Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable.

Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand.

Paver edgings shall be installed according to the manufacturer's recommendations.

After completion of the unit pavers, paver installation areas shall be thoroughly swept clean, and the surface shall be left unsoiled. Where required by the engineer, the surface shall be cleaned with water or an approved cleaner.

Method of Measurement. The contract unit price for unit paving shall include all subgrade preparation, base material, concrete underlayment, cleanup, and all other materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per square foot for UNIT PAVERS and no additional compensation will be allowed.

WASHOUT BASIN

Description. This work shall consist of the construction, maintaining, and removal of a concrete washout basin for concrete trucks and other construction vehicles in accordance with the plans and details and as specified herein.

The Contractor shall install a sufficient number of washout basins at the locations indicated on the plans or as depicted by the Engineer. Contractor shall maintain concrete washout facilities including the removal and disposal of hardened concrete and/or slurry and returning the facility to a functional condition. Washout Basins shall be cleaned or reconstructed in a new area once the washout becomes two-thirds (2/3) full.

The contractor shall provide a barrier wall washout basin per the requirements shown in the detail for "Temporary Concrete Washout Facility – Barrier Wall" in the construction details. The Contractor may request in writing to the Engineer to utilize alternate methods/designs for the washout basin. Any alternate will need to be approved by the Engineer.

Basis of Payment. This work shall be paid for at the contract lump sum unit price for WASHOUT BASIN which price shall include the materials, equipment, and labor to furnish, install, maintain and remove washout basins as specified herein.

If an alternate design for the washout basin has been submitted and approved for use in the project, there shall be no additional compensation to the original unit bid price for Washout Basin.

WATER VALVES TO BE ADJUSTED

Description. This work shall consist of the adjustment of existing water valves at locations noted in the plans, or as directed by the Engineer.

This work shall be done in accordance with Section 561 of the Standard Specifications for Road and Bridge Construction and the Standard Specifications of Water and Sewer Main Construction in Illinois, latest edition unless modified within these documents.

This work shall be coordinated with the appropriate AQUA Illinois staff and personnel in order to ensure that the work is done in accordance with AQUA Illinois' requirements. Coordination with AQUA Illinois for each valve shall occur in order to ensure that replacement of any parts is not requested by AQUA.

Method of Measurement. This work will be measured in place per EACH.

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

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:

Village of Grant Park

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

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & 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."

Route	Marked Route	Section Number
FAP 332	Dixie Highway (IL Route 1/17)	21-00017-00-PV
Project Number	County	Contract Number
DQHQ(958)	Kankakee	87474

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.

Permittee Signature & Date

Neil Piggush Digitally signed by Neil Piggush
Date: 2025.03.31 17:35:55
-05'00'

SWPPP Notes

Preparing BDE 2342 (Storm Water Pollution Prevention Plan)

Guidance on preparing each section of BDE 2342 (Storm Water Pollution Prevention Plan) is found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual, please consult this chapter during SWPPP preparation. Please note that the Illinois Environmental Protection Agency (IEPA) has 30 days to review the Notice of Intent (NOI) prior to project approval and any deficiencies can result in construction delays.

The Notice of Intent contains the following documents:

- BDE 2342 (Storm Water Pollution Prevention Plan)
- BDE 2342 A (Contractor Certification Statement)
- Erosion and Sediment Control Plan (See Section 63-4.09 of the BDE Manual)

Non-applicable information

If any section of the SWPPP is not applicable put "N/A" in box rather than leaving blank.

National Pollutant Discharge Elimination System (NPDES) Compliance

Description of Work: This work shall consist of those efforts necessary for compliance with the requirements of the Clean Water Act, Section 402 (NPDES), and the Illinois Environment Protection Act. This provision also provides the background information needed to comply with ILR10 and ILR40 permits for this project.

NPDES COMPLIANCE REQUIREMENTS

Part I: Site Description

1. Describe the project location; include latitude and longitude, section, town, and range.

South Main Street (IL Route 1/17/FAP Route 332) from Curtis to West Taylor Street. North Main Street from Taylor Street to Mosier Street & West Taylor Street from Maple Street to IL Route 1/17 (Dixie Highway).
Lat N41.241053° Long W87.644714°.
Sections 19 & 20 T32N Range 14E.

2. Describe the nature of the construction activity or demolition work.

Removal of existing sidewalk, pavement and storm sewer for proposed streetscape and pedestrian improvements that will include proposed storm sewer, curb and gutter, sidewalk, earth excavation, HMA pavement, roadway and pedestrian lighting, units pavers, landscaping, and associated site furnishings.

3. Describe the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils, on-site or off-site storage of materials).

Sequence of activities will include: Installation of traffic and erosion control measure. Commencement of sidewalk, storm sewer and curb & gutter removal. Installation of proposed storm sewer and storm structures. Final pavement, sidewalk and curb and gutter removal. Earth excavation, aggregate base course installation. Construction of proposed curb and gutter, sidewalk and light pole bases. Construction of unit pavers, placement of HMA pavement, landscaping, signage & striping items.

4. The total area of the construction site is estimated to be 1.918 acres.

5. The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.918 acres.

6. Determine an estimate of the runoff coefficient of the site after construction activities are completed.

c=0.861

7. Provide the existing information describing the potential erosivity of the soil at discharge locations at the project site.

Not applicable. Site will discharge into an existing storm sewer.

8. Erosion and Sediment Control Plan (Graphic Plan) is included in the contract. ☒ Yes ☐ No

9. List all soils found within project boundaries; include map until name, slope information, and erosivity.

146A, Elliot silt loam, 0 to 2 percent slopes (91.0%) with an erosivity K-factor rating of 0.32. 293A, Andres silt loam, 0 to 2 percent slopes (9.0%) with an erosivity K-factor rating of 0.28.

10. List of all MS4 permittees in the area of this project

None

Note: For sites discharging to an MS4, a separate map identifying the location of the construction site and the location where the MS4 discharges to surface water must be included.

Part II: Waters of the US

1. List the nearest named receiving water(s) and ultimate receiving waters.

Unnamed Tributary to Trim Creek

2. Are wetlands present in the project area? ☐ Yes ☒ No

If yes, describe the areal extent of the wetland acreage at the site.

N/A

3. Natural buffers:

For any storm water discharges from construction activities within 50 feet of a Waters of the United States, except for activities for water-dependent structures authorized by a Section 404 permit, the following shall apply:

(i) A 50-foot undisturbed natural buffer between the construction activity and the Waters of the United States has been provided

☒ Yes ☐ No; and/or

(ii) Additional erosion and sediment controls within that area has been provided

☐ Yes ☒ No; and Describe: Not applicable

Part III. Water Quality

1. Water Quality Standards

As determined by the Illinois Pollution Control Board, Illinois waters have defined numeric limits of pollutants under the umbrella term "Water Quality Standards." In the following table are commonly used chemicals/practices used on a construction site. These chemicals if spilled into a waterway, could potentially contribute to a violation of a Water Quality Standard. If other chemicals that could contribute a violation of a Water Quality Standard, add as needed.

☒ Fertilizer (check as appropriate)

☒ Nitrogen

☒ Phosphorus, and/or

☒ Potassium

☐ Herbicide

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

☒ Waste water for concrete washout station

☐ Coal tar Pitch Emulsion

☐ Other (Specify) _____

☐ Other (Specify) _____

Table 1: Common chemicals/potential pollutants used during construction

If no boxes are checked in Table 1 above, check the following box:

☐ There are no chemicals on site that will exceed a Water Quality Standards if spilled.

If any boxes are checked in Table 1 above, check the following box:

There are chemicals on site that if spilled could potentially cause an exceedance of a Water Quality Standard. The Department shall implement Pollution Prevention/Good Housekeeping Practices as described in the Department's ILR40 Discharge for Small

☒ Municipal Separate Storm Sewer Systems (MS4) reiterated below and Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures:

Pollution Prevention:

The Department will design, and the contractor shall, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants from construction activities. At a minimum, such measures must be designed, installed, implemented and maintained to:

- (a) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
- (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing material storage facilities and temporary stockpiles, detergents, sanitary waste, and other materials present on the site exposed to precipitation and to storm water.
- (c) Minimize the discharge of pollutants from spills, leaks and vehicle and equipment maintenance and repair activities and implement chemical spill and leak prevention and response procedures;
- (d) Minimize the exposure of fuel, oil, hydraulic fluids, other petroleum products, and other chemicals by storing in covered areas or containment areas. Any chemical container with a storage of 55 gallons or more must be stored a minimum of 50 feet from receiving waters, constructed or natural site drainage features, and storm drain inlets. If infeasible due to site constraints, store containers as far away as the site permits and document in your SWPPP the specific reasons why the 50-foot setback is infeasible and how the containers will be stored.
- (e) The contractor is to provide regular inspection of their construction activities and Best Management Practices (BMPs). Based on inspection findings, the contractor shall determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity, proper function, and treatment effectiveness of structural storm water BMPs. Necessary maintenance shall be completed as soon as conditions allow to prevent or reduce the discharge of pollutants to storm water or as ordered by the Engineer. The Engineer shall conduct inspections required in Section XI Inspections, and report to the contractor deficiencies noted. These Department conducted inspections do not relieve the contractor from their responsibility to inspect their operations and perform timely maintenance; and
- (f) In addition, all IDOT projects are screened for Regulated Substances as described in Section 27-3 of the BDE Manual and implemented via Section 669: Removal and Disposal of Regulated substances in the Standard Specifications for Road and Bridge Construction.

Approved alterations to the Department's provided SWPPP, including those necessary to protect Contractor Borrow, Use and Waste areas, shall be designed, installed, implemented and maintained by the Contractor in accordance with IDOT Standard Specifications Section 280.

2. 303(d) Impaired Waterways

Does the project area have any 303(d) impaired waterways with the following impairments?

- suspended solids
- turbidity, and or
- siltation

☒ Yes ☐ No

If yes, list the name(s) of the listed water body and the impairment(s)

303(d) waterbody	Impairments(s)
Trim Creek	Aquatic Life

In addition, It is paramount that the project does not increase the level of the impairment(s) described above. Discuss which BMPs will be implemented to reduce the risk of impairment increase

Inlet Protection will be added to all proposed and existing inlets to prevent any impacts as a result of turbidity, siltation and suspended solids to the existing aquatic life. Also materials will be stored out of the way of any drainage patterns to prevent runoff from the site.

3. Total Maximum Daily Load (TMDL)

Does the project include any receiving waters with a TMDL for sediment, total suspended solids, turbidity or siltation? ☐ Yes ☒ No

If yes, List TMDL waterbodies below and describe associated TMDL

TMDL waterbody	TMDL

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

Not applicable

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

Not applicable

Part IV. Temporary Erosion and Sediment Controls

Stabilization efforts must be initiated within 1 working day of cessation of construction activity and completed within 14 days. Areas must be stabilized if they will not be disturbed for at least 14 calendar days. Exceptions to this time frame include:

- (i) Where the initiation of stabilization measures is precluded by snow cover, stabilization measures must be initiated as soon as practicable,
- (ii) On areas where construction activities have temporarily ceased and will resume after 14 days, a temporary stabilization method can be used (temporary stabilization techniques must be described), and
- (iii) Stabilization is not required for exit points at linear utility construction site that are used only episodically and for very short durations over the life of the project, provided other exit point controls are implemented to minimize sediment track-out.

Additionally, a record must be kept with the SWPPP throughout construction of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.

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.

Note: For practices below, consult relevant design criteria in Chapter 41 of the BDE Manual and maintenance criteria in Erosion and Sediment Control Field Guide for Construction.

1. Erosion Control:

The following are erosion control practices which may be used on a project (place a check by each practice that will be utilized on the project, add additional practices as needed):

- | | |
|---|---|
| <input type="checkbox"/> Mulch | <input type="checkbox"/> Preservation of existing vegetation |
| <input checked="" type="checkbox"/> Erosion Control Blanket | <input type="checkbox"/> Temporary Turf Cover Mixture (Class 7) |
| <input type="checkbox"/> Turf Reinforcement Mat | <input type="checkbox"/> Permanent seeding (Class 1-6) |
| <input type="checkbox"/> Sodding | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Geotextile fabric | <input type="checkbox"/> Other (Specify) _____ |
| | <input type="checkbox"/> Other (Specify) _____ |

2. Sediment Control:

The following sediment control devices will be implemented on this project:

- | | |
|---|--|
| <input type="checkbox"/> Ditch Checks | <input type="checkbox"/> Perimeter Erosion Barrier |
| <input checked="" type="checkbox"/> Inlet and Pipe protection | <input type="checkbox"/> Rolled Excelsior |
| <input type="checkbox"/> Hay or Straw bales | <input type="checkbox"/> Silt Filter Fence |

- ☐ Above grade inlet filters (fitted)
- ☐ Above grade inlet filters (non-fitted)
- ☒ Inlet filters

- ☐ Urethane foam/geotextiles
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____
- ☐ Other (Specify) _____

3. Structural Practices:

Provide below is a description of structural practices that will be implemented:

- | | |
|--|--|
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Articulated Block Revetment Mat | <input type="checkbox"/> Stabilized Trench Flow |
| <input type="checkbox"/> Barrier (Permanent) | <input type="checkbox"/> Sediment Basin |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Dewatering Filtering | <input type="checkbox"/> Riprap |
| <input type="checkbox"/> Gabions | <input checked="" type="checkbox"/> Storm Drain Inlet Protection |
| <input type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Level Spreaders | <input type="checkbox"/> Sediment Trap |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Precast Block Revetment Mat | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Rock Outlet Protection | <input type="checkbox"/> Other (Specify) _____ |

4. Polymer Flocculants

Design guidance for polymer flocculants is available in Chapter 41 of the BDE Manual. In addition, Polymer Flocculants may only be used by district Special Provision.

If polymer flocculants are used for this project, the following must be adhered to and described below:

- Identify the use of all polymer flocculants at the site.
- Dosage of treatment chemicals shall be identified along with any information from any Material Safety Data Sheet.
- Describe the location of all storage areas for chemicals.
- Include any information from the manufacturer's specifications.
- Treatment chemicals must be stored in areas where they will not be exposed to precipitation.
- The SWPPP must describe procedures for use of treatment chemicals and staff responsible for use/application of treatment chemicals must be trained on the established procedures.

Not applicable.

Part V. Other Conditions

1. Dewatering

Will dewatering be required for this project? ☐ Yes ☒ No

If yes, the following applies:

- Dewatering discharges shall be routed through a sediment control (e.g., sediment trap or basin, pumped water filter bag) designed to minimize discharges with visual turbidity;
- The discharge shall not include visible floating solids or foam;
- The discharge must not cause the formation of a visible sheen on the water surface, or visible oily deposits on the bottom or shoreline of the receiving water. An oil-water separator or suitable filtration device shall be used to treat oil, grease, or other similar products if dewatering water is found to or expected to contain these materials;
- To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge;
- You are prohibited from using receiving waters as part of the treatment area;
- To minimize dewatering-related erosion and related sediment discharges, use stable, erosion-resistant surfaces (e.g., well-vegetated grassy areas, clean filler stone, geotextile underlayment) to discharge from dewatering controls. Do not place dewatering controls, such as pumped water filter bags, on steep slopes (15% or greater in grade);
- Backwash water (water used to backwash/clean any filters used as part of storm water treatment) must be properly treated or hauled off-site for disposal;
- Dewatering treatment devices shall be properly maintained; and
- See Part XI (Inspections) for inspection requirement.

Part VI. Permanent (i.e., Post-Construction) Storm Water Management Controls

Provided below is a description of measures that may be installed during the construction process to control volume and therefore the amount pollutants in storm water runoff that can occur after construction operations have been completed.

Practices may include but are not limited to the following:

- Aggregate ditch checks;
- bioswales,
- detention pond(s),
- infiltration trench;
- retention pond(s),
- open vegetated swales and natural depressions,
- treatment train (sequential system which combine several practices).
- Velocity dissipation devices (See Structural Practices above)

Describe these practices below

Not applicable.

Part VII. Additional Practices Incorporated From Local Ordinance(s)

In some instances, an additional practice from a local ordinance may be included in the project. If so, describe below (Note: the Department is not subject to local ordinances)

None.

Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures

When Unexpected Regulated Substances or chemical spills occur, Article 107.19 of the Standard Specifications for Road and Bridge Construction shall apply. In addition, it is the contractor's responsibility to notify the Engineer in the event of a chemical spill into a ditch or waterway, the Engineer will then notify appropriate IEPA and IEMA personnel for the appropriate cleanup procedures.

Part IX. 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 construction entrances and exits to be used and how they will be maintained)
- 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. Specifically, any chemical stored in a 55 gallon drum provided by the contractor.
- 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.
- 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.

Additional measures indicated in the plan

The Village has selected a good amount of native non-invasive species into the proposed landscaping which should allow for enhanced filtration over time.

Part X. Maintenance

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. However, 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. Any damage or undermining shall be repaired immediately.

For Inlet Protection: Where there is evidence of sediment accumulation adjacent to the inlet protection measure, the deposited sediment must be removed by the following business day.

Below, describe procedures to maintain in good and effective operating conditions

Maintaining existing inlet protection, street sweeping and good job site maintenance during construction.

Part XI. Inspections

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm or by the end of the following business or workday that is 0.50 inches or greater or equivalent snowmelt (except as allowed for Frozen Conditions).

In addition, all areas where storm water typically flows within the site should be inspected periodically to check for evidence of pollutants entering the drainage system, as well as all locations where stabilization measures have been implemented to ensure they are operating correctly.

Inspections shall be documented on the form BC 2259 (Storm Water Pollution Prevention Plan Erosion Control Inspection Report).

The Erosion and Sediment Control Field Guide for Construction Inspection shall be consulted as needed.

Dewatering

For site(s) discharging dewatering water, an inspection during the discharge shall be done once per day on which the discharge occurs and record the following in a report within 24 hours of completing the Inspection:

- The inspection date;
- Names and titles of personnel performing the inspection;
- Approximate times that the dewatering discharge began and ended on the day of inspection;
- Estimates of the rate (in gallons per day) of discharge on the day of inspection;
- Whether or not any of the following indications of pollutant discharge were observed at the point of discharge: a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam; and/or a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water.

Frozen Conditions

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

Flooding or unsafe conditions

Areas that are inaccessible during required inspections due to flooding or other unsafe conditions must be inspected within 72 hours of

becoming accessible.

Part XII. Incidence of Noncompliance (ION)

The Department shall notify the appropriate Agency Field Operations Section office by email as described on the IEPA ION form, within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit.

The Department shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any Inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the IEPA and 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. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).

Illinois EPA
2520 W. Iles Ave./P.O. Box 19276
Springfield, IL 62794-9276

Please note that if these are delivered via FedEx or UPS, these carriers cannot deliver to our P.O. Box and this number must be excluded from the mailing address.

Part XIII. Corrective Actions

Corrective actions must be taken when:

- A storm water control needs repair or replacement;
- A storm water control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly;
- Discharges are causing an exceedance of applicable water quality standards; or
- A prohibited discharge has occurred.

Corrective Actions must be completed as soon as possible and documented within 7 days in an Inspection Report or report of noncompliance. If it is infeasible to complete the installation or repair within 7 calendar days, it must be documented in the records why it is infeasible to complete the installation or repair within the 7 day time-frame and document the schedule for installing the storm water control(s) and making it operational as soon as feasible after the 7-day time-frame.. In the event that maintenance is required for the same storm water control at the same location three or more times, the control must be repaired in a manner that prevents continued failure to the extent feasible, and it must be documented the condition and how it was repaired in the records. Alternatively, it must be documented why the specific re-occurrence of this same issue must continue to be addressed as a routine maintenance fix.

Part XIV. Retention of Records

The Department must retain copies of the SWPPP and all reports and notices required by this permit, records of all data used to complete the NOI to be covered by this permit, and the Agency Notice of Permit Coverage letter for at least three years from the date that the permit coverage expires or is terminated. the permittee must retain a copy of the SWPPP and any revisions to the SWPPP required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP must also be retained at the construction site.

Part XV. 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 (See Article 105.03 Conformity with Contract)

Part XVI. Keeping the SWPPP ("plan") Current

IDOT shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the United States and which has not otherwise been addressed in the

plan or if the plan proves to be ineffective in eliminating or significantly minimizing sediment and/or pollutants identified under paragraph Part II. Water Quality or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity.

In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the plan. Amendments to the plan may be reviewed by the IEPA the same manner as the SWPPP and Erosion and Sediment Control Plan (ESCP) submitted as part of the Notice of Intent (NOI). The SWPPP and site map must be modified within 7 days for any changes to construction plans, storm water controls or other activities at the site that are no longer accurately reflected in the SWPPP.

In addition, the NOI shall be modified using the CDX system for any substantial modifications to the project such as:

- address changes
- new contractors
- area coverage
- additional discharges to Waters of the United States, or
- other substantial modifications (e.g. addition of dewatering activities).

The notice of intent shall be modified within 30 days of the modification to the project.

Part XVII: Notifications

In addition to the NOI submitted to IEPA, all MS4 permittees identified in Part I. Site Description shall receive a copy of the NOI.

Part XVIII. Notice of Termination

Where a site has completed final stabilization and all storm water discharges from construction activities that are authorized by this permit are eliminated, the permittee must submit a completed Notice of Termination (NOT) that is signed in accordance with ILR10 permit.

Method of Measurement: NPDES Compliance shall not be measured for payment separately. Measurement for payment for Temporary Erosion and Sediment Control shall be in accordance with Section 280 or as otherwise provided in the contract. Permanent BMPs necessary to comply with this provision shall be measured for payment in accordance with their respective provisions in the contract.

Basis of Payment: NPDES Compliance shall not be paid for separately. Payment for Temporary Erosion and Sediment Control shall be in accordance with Section 280 or as otherwise provided in the contract. Permanent BMPs necessary to comply with this provision shall be paid for in accordance with their respective payment provisions in the contract.



Reset Form

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

Route	Marked Route	Section Number
FAP 332	IL Route 1/17 (Dixie Highway)	21-00017-00-PV
Project Number	County	Contract Number
DQHQ(958)	Kankakee	87474

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

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

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

- ☐ Contractor
☐ Sub-Contractor

Signature	Date		
<input type="text"/>	<input type="text"/>		
Print Name	Title		
<input type="text"/>	<input type="text"/>		
Name of Firm	Phone		
<input type="text"/>	<input type="text"/>		
Street Address	City	State	Zip Code
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Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP

<input type="text"/>

CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

“285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09.”

Revise Article 302.02 of the Standard Specifications to read:

“302.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Hydrated Lime	1012.01
(d) By-Product, Hydrated Lime	1012.02
(e) By-Product, Non-Hydrated Lime	1012.03
(f) Lime Slurry	1012.04
(g) Fly Ash	1010
(h) Soil for Soil Modification (Note 1)	1009.01
(i) Bituminous Materials (Note 2)	1032

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 312.07(c) of the Standard Specifications to read:

“(c) Cement1001”

Add Article 312.07(i) of the Standard Specifications to read:

“(i) Ground Granulated Blast Furnace (GGBF) Slag1010”

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

“312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing.

The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

"352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	1009.03
(c) Water	1002
(d) Bituminous Materials (Note 2)	1032

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

"404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.08
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	1032.06
(f) Fiber Modified Joint Sealer	1050.05
(g) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

“When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking.”

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

“Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).”

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

“Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.”

Revise Article 583.01 of the Standard Specifications to read:

“583.01 Description. This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing.”

Revise Article 583.02(a) of the Standard Specifications to read:

“(a) Cement1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

“583.03 General. This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar.”

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

“2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater.”

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

“1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

“The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department.”

Revise Article 1019.02 of the Standard Specifications to read:

“1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

- (c) Fine Aggregate for Controlled Low-Strength Material (CLSM) 1003.06
- (d) Fly Ash 1010
- (e) Ground Granulated Blast Furnace (GGBF) Slag..... 1010
- (f) Admixtures (Note 1)

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list.”

Revise Article 1019.05 of the Standard Specifications to read:

“**1019.05 Department Mix Design.** The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3	
Cement	40 lb (24 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (179-248 L)
Air Content	15-25 %”

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

“For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete.”

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists.”

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

“The qualified product lists of concrete admixtures shall not apply.”

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

“When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer’s specifications.”

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the

minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO as a resource for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

“1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.”

Revise Article 1021.03 of the Standard Specifications to read:

“**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).”

Revise Article 1021.05 of the Standard Specifications to read:

“**1021.05 Self-Consolidating Admixtures.** Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.06 of the Standard Specifications to read:

“1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.07 of the Standard Specifications to read:

“1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department.”

Add Article 1021.08 of the Standard Specifications as follows:

“1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.”

Revise Article 1024.01 of the Standard Specifications to read:

“1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.02
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(f) Concrete Admixtures	1021”

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

“Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

“1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement.....	1001
(b) Fly Ash	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag	1010
(d) Water.....	1002
(e) Fine Aggregate.....	1003
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department’s qualified product list. Submitted data/results shall not be more than five years old.”

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

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

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

“Description. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fly Ash	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(e) Admixtures	1021
(f) Packaged Rapid Hardening Mortar or Concrete	1018”

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

“The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal.”

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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: January 2, 2025

1. OVERVIEW AND GENERAL 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 in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 7% 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 in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
 - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.

- (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall 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 bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-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.

6. UTILIZATION PLAN EVALUATION. 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 the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to 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 Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs 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 firms. 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 guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to

terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
- (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed 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.
- (c) PAYMENT TO DBE FIRMS. 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 goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment 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 (form SBE 2115) to the Engineer. 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.
- (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.

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revised: January 1, 2025

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm} .”

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

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result.”

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

“Production is not required to stop after a test strip has been constructed.”

80456

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of 1.5 ± 0.5 lb/sq yd (0.75 ± 0.25 kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat.”

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS half-width shall be applied at a width of 9 ± 1 in. (225 ± 25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated.”

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

“LJS Half-Width Application Rate, lb/ft (kg/m) ^{1/}			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
$\frac{3}{4}$ (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
$1 \frac{1}{4}$ (32)	0.66 (0.98)	0.44 (0.66)	
$1 \frac{1}{2}$ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
$1 \frac{3}{4}$ (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
$\geq 2 \frac{1}{4}$ (60)	0.98 (1.46)		

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained.”

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

“Aggregate for covering tack, LJS, or FLS will not be measured for payment.”

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

“Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH.”

80446

PAVEMENT MARKING INSPECTION (BDE)

Effective: April 1, 2025

Revise the second sentence of the first paragraph of Article 780.13 of the Standard Specifications to read:

“In addition, thermoplastic, preformed plastic, epoxy, preformed thermoplastic, polyurea, and modified urethane pavement markings will be inspected following a winter performance period that extends from November 15 to April 1 of the next year.”

80464

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μ m)	95 \pm 5
No. 50 (300 μ m)	> 20

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

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

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

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

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *. [0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

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

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

The following grades may be specified as tack coats.

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

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

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

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

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

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

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

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

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

PREFORMED PLASTIC PAVEMENT MARKING (BDE)

Effective: June 2, 2024

Revise Article 1095.03(h) of the Standard Specifications to read:

“(h) Glass Beads. Glass beads shall be colorless and uniformly distributed throughout the yellow and white portions of the material only. A top coating of beads shall be bonded to or directly embedded into the surface of the markings such that the beads are not easily removed when the film is scratched firmly with a thumb nail.

The glass bead refractive index shall be tested using the liquid immersion method.

Type B material shall have an inner mix of glass beads with a minimum refractive index of 1.50 and a top coating of ceramic beads bonded to top urethane wear surface with a minimum refractive index of 1.70. Beads with a refractive index greater than 1.80 shall not be used.

Type C material shall have glass beads with a minimum refractive index of 1.50 and a layer of skid resistant ceramic particles bonded to the top urethane wear surface. The urethane wear surface shall have a nominal thickness of 5 mils (0.13 mm).”

Revise Article 1095.03(n) of the Standard Specifications to read:

“(n) Sampling and Inspection.

(1) Sample. Prior to approval and use of preformed plastic pavement markings, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer’s name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer’s name, and the date of manufacture.

(2) Inspection. The Contractor shall provide a manufacturer’s certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests will be taken or witnessed by a representative of the Bureau of Materials and will be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations.”

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986

Revised: January 1, 2022

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
"Union Pacific Railroad Company and it subsidiaries" Union Pacific Railroad Company 1400 Douglas Street, MS 1690 Omaha, NE 68179		17 freights per day a 30 – 60 mph
Class 1 RR (Y or N): Y DOT/AAR No.: 167 522 L RR Division: Chicago	RR Mile Post: 0044.690 RR Sub-Division: Villa Grove	
For Freight/Passenger Information Contact:	Kerin Bristow	Phone: 402-544-3721
For Insurance Information Contact:	Kerin Bristow	Phone: 402-544-3721 Email: klbristo@up.com

Class 1 RR (Y or N):

DOT/AAR No.:

RR Division:

RR Mile Post:

RR Sub-Division:

For Freight/Passenger Information Contact:

For Insurance Information Contact:

Phone:

Phone:

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

3426I

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSMDR).”

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

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

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

80455

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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

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

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

Notes:

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

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

80445

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3) 1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1) 1095.06”

Add the following Note to the end of Article 703.02 of the Standard Specifications:

“Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 1095.06 of the Standard Specifications to read:

“1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

- (a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R_L , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R_L , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R_L	
Color	R_L 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.

(e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) ^{1/} 20 (0.51) ^{2/}	65 (1.65) ^{1/} 20 (0.51) ^{2/}
Durability (cycles)	5,000	1,500	1,500

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

(f) Sampling and Inspection.

(1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

80457

SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025

Revised: April 1, 2025

Add Article 720.02(c) of the Standard Specifications to read:

“(c) Aluminum Epoxy Mastic1008.03”

Revise the second and third paragraphs of Article 720.02 of the Standard Specifications to read:

“The sign mounting support channel shall be manufactured from steel or aluminum and shall be according to Standard 720001.

Steel support channels shall be according to ASTM A 1011 (A 1011M), ASTM A 635 (A 635M), ASTM A 568 (A 568M), or ASTM A 684 (A 684M), and shall be galvanized. Galvanizing shall be according to ASTM A 653 (A 653M) when galvanized before fabrication, and AASHTO M 111 (M 111M) when galvanized after fabrication. Field or post fabricated drilled holes shall be spot painted with one coat of aluminum epoxy mastic paint prior to installation.”

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

“The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel.”

80462

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

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

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

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

80448

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

The bidders list information shall be submitted with the bid using the link provided within the “Integrated Contractor Exchange (iCX)” application of the Department’s “EBids System”.

80463

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

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

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

80437

SURVEYING SERVICES (BDE)

Effective: April 1, 2025

Delete the fourth paragraph of Article 667.04 of the Standard Specifications.

Delete Section 668 of the Standard Specifications.

80465

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

80439

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) 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

Revised: January 1, 2025

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 shall be MASH compliant.

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 shall be MASH compliant.

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 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, 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 sign supports, speed feedback displays, 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 compliant is available, an NCHRP 350 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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **140** working days.

80071

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

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

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

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.