

28

Letting July 31, 2026

Notice to Bidders, Specifications and Proposal



**Contract No. 85781
ROCK ISLAND County
Section 22-00159-04-PV (East Moline)
Route MUN 0028 (Bend Boulevard)
Project VI5U-891 ()
District 2 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. July 31, 2026 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. 85781
ROCK ISLAND County
Section 22-00159-04-PV (East Moline)
Project VI5U-891 ()
Route MUN 0028 (Bend Boulevard)
District 2 Construction Funds**

PCC full-depth roadway construction extending Bend Blvd. from 3rd St. to 7th St. in the city of East Moline.

- 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,
Secretary

CONTRACT 85781

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2026

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 1-1-26)

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BDE SPECIAL PROVISIONS

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<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	80	☒	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		☐	Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173		☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	April 1, 2026
80475		☐	Bridge Deck Concrete Overlays	Jan. 1, 2026	
80241		☐	Bridge Demolition Debris	July 1, 2009	
50531	83	☒	Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80460	84	☒	Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	Jan. 1, 2026
80384	101	☒	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		☐	Completion Date (via calendar days)	April 1, 2008	
80199		☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80461		☐	Concrete Barrier	Jan. 1, 2025	
80453		☐	Concrete Sealer	Nov. 1, 2023	
80261		☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
80476		☐	Deck Slab Repair	Jan. 1, 2026	
* 80029	105	☒	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2026
80467	109	☒	Erosion Control Blanket	Aug. 1, 2025	
80229		☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452		☐	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80433		☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80471		☐	Guardrail	Nov. 1, 2025	
80472		☐	High Friction Surface Treatment	Nov. 1, 2025	
80456		☐	Hot-Mix Asphalt	Jan. 1, 2024	April 1, 2026
80446		☐	Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438		☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
80483		☐	Inlet Filters	April 1, 2026	
* 80477	112	☒	Longitudinal Tining	Jan. 1, 2026	July 1, 2026
80450		☐	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	Aug. 1, 2025
80478		☐	Modified Longitudinal Construction Joint	Jan. 1, 2026	
80464		☐	Pavement Marking	April 1, 2025	Nov. 1, 2025
80468	114	☒	Pavement Patching	Aug. 1, 2025	
80441		☐	Performance Graded Asphalt Binder	Jan 1, 2023	April 1, 2026
80459		☐	Preformed Plastic Pavement Marking	June 2, 2024	
34261		☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80473		☐	Raised Reflective Pavement Markers	Nov. 1, 2025	
80455	115	☒	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2026
80474		☐	Residential Driveway Temporary Signal	Nov. 1, 2025	
* 80445	117	☒	Seeding	Nov. 1, 2022	July 1, 2026
80457		☐	Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
80462	123	☒	Sign Panels and Appurtenances	Jan. 1, 2025	Jan. 1, 2026
80479		☐	Sinusoidal Rumble Strips	Jan. 1, 2026	
80469		☐	Slope Wall	Aug. 1, 2025	
80448	125	☒	Source of Supply and Quality Requirements	Jan. 2, 2023	Jan. 1, 2026
80340		☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		☐	Steel Cost Adjustment	April 2, 2004	Nov. 1, 2025
80480		☐	Structural Repair of Concrete	Jan. 1, 2026	
80397	127	☒	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	128	☒	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80463	129	☒	Submission of Bidders List Information	Jan. 2, 2025	Mar. 2, 2025

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80482	130	☒ Submission of Payroll Records – Federal Aid Contract	April 1, 2026	
80437		☐ Submission of Payroll Records – State Contract	April 1, 2021	April 1, 2026
80435	132	☒ Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80465	138	☒ Surveying Services	April 1, 2025	
80481		☐ Temporary Concrete Barrier	Jan. 1, 2026	
80466		☐ Temporary Rumble Strips	April 1, 2025	
* 80484		☐ Tolerance in Thickness for Continuously Reinforced PCC Pavement	July 1, 2026	
80470		☐ Traffic Signal Backplate	Aug. 1, 2025	
20338	139	☒ Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		☐ Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	142	☒ Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80458		☐ Waterproofing Membrane System	Aug. 1, 2024	
80302	143	☒ Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
80454		☐ Wood Sign Support	Nov. 1, 2023	
80427		☐ Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2026
* 80485	144	☒ Work Zone Width Restriction	July 1, 2026	
80071		☐ Working Days	Jan. 1, 2002	

CONTRACT 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 Construction in Illinois" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of Bend Boulevard and associated roadway improvements, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project involves Bend Boulevard in East Moline, Section 22-00159-04-PV. The project is located in Rock Island County in Section 25, Township 18N, Range 1W of the 4th principal meridian. The project's design limits are located along Bend Boulevard from 3rd Street to 7th Street.

DESCRIPTION OF WORK

The project involves new roadway construction extending Bend Boulevard east from its current terminus to 7th Street. The work consists of full-depth PCC pavement with integral curb and concrete multi-use paths, including stormwater drainage inlets and pipes, landscaping, street lighting, and site amenities such as benches, trash receptacles, and wayfinding signs. Project also includes new watermain and sanitary sewer construction.

CONTRACT TIME

Final Completion Date: The Contractor shall schedule operations to complete all work and open the entire length of the new roadway to traffic on or before December 1, 2027.

Failure to Complete the Work on Time: Should the Contractor fail to complete the necessary work to comply with the completion date, the Contractor shall be liable, not as a penalty, but as liquidated and ascertained damages, for each working day beyond the contract working days or extended time as may be allowed and subject to the conditions of Article 108.09 of the Standard Specifications and any special provisions included herein.

If the Contractor requests to shutdown for a period over the winter due to weather, it is the Contractor's responsibility to ensure the project worksite is safe and secure, including protection of all excavations, stockpiles, and necessary barricades. All temporary fencing erected to secure adjacent properties shall remain in place over a winter shutdown.

SEQUENCE OF CONSTRUCTION

The Contractor shall submit a progress schedule to the Resident Engineer before any work begins. The schedule shall identify the proposed sequence of work per Stage as identified in the plans, the controlling item of work for each stage, and a calendar day schedule based on typical working day conditions. The progress schedule shall be updated by the Contractor as the work

proceeds. Payment under this contract may be withheld if the Contractor has not submitted a satisfactory progress schedule.

Proposed improvements shall be constructed in an orderly and continuous manner. The Contractor shall make daily progress and not interrupt construction activity unless weather or unexpected utility conflicts prevent progress. The Contractor shall be solely responsible for providing sufficient materials, labor and equipment to complete the project within the contract time. All utility companies listed in the plans have been contacted and conflicts with proposed improvements discussed. The Contractor shall be responsible for coordinating with utility companies for all relocations or adjustments not completed prior to start of construction in order to complete the project within the contract time. Once the Contractor begins to remove driveways, sidewalks, or street pavement, the Contractor is expected to work expeditiously in completing the project. The Contractor shall inform the Resident Engineer on a weekly basis what work will be performed the next week. The Contractor shall also inform the Resident Engineer of any changes to the weekly work plan at the earliest opportunity.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

This work shall consist of all the furnishing of labor, materials, and equipment necessary to control and direct traffic traveling within the project limits for the purposes of protecting persons and property within the work zone from damage and injury. The Contractor's efforts shall be guided by the standard detail drawings produced by the Illinois Department of Transportation and accepted standard practice. Section 701 of the Standard Specifications provides material and equipment requirements and operational practices to be employed by the Contractor. Section 701 is modified by this special provision to remove responsibility from the Engineer and City of East Moline for the administration, approval, and consent of the traffic control.

The construction drawings include project specific Stage Construction plans to be followed by the Contractor. The traffic control measures shall be tailored to the Sequence of Work that is employed by the Contractor. The Contractor is solely responsible for traffic control and protection within the project limits from the inception of the work until the final completion. The Resident Engineer is available to the Contractor for consultation about the minimum requirements of the Standard Details and Standard Specifications. Any modifications to the sequence of staging or maintenance of traffic shall be approved by the Engineer prior to implementation.

Traffic control and protection measures shall also be placed along intersecting streets to notify drivers of the construction activity ahead. The Contractor shall place traffic control and protection measures as needed, specifically advance signing in accordance with the standard details referenced in the Plans and to the satisfaction of the Engineer.

The Contractor shall sweep and remove any soil tracked onto the street by the end of the workday or before four (4) hours has elapsed, whichever is sooner.

Basis of Payment: All labor, materials, and equipment required to plan and implement a traffic control plan throughout the contract duration will be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

TRAFFIC CONTROL PLAN

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these Special Provisions, and any special details and Highway Standards contained herein and in the plans. Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701301, 701311, 701501, 701611, 701701, 701801, 701901, 720011, 728001, 729001,

District 2 Detail – 40.1

General:

The contractor shall be responsible for the traffic control devices at all times during construction activities and shall coordinate the items of work to keep traffic hazards and/or inconveniences to a minimum.

All advanced warning signs shall be new or in like new condition at the start of the project. Unless otherwise specified, they shall be 48 inches by 48 inches, with a black legend on a fluorescent orange reflective background.

The Contractor shall allow access to private property along the closed portions of the road or sidewalk where no other public way provides access. Open holes, trenches, and drop offs shall be fenced and/or barricaded to protect local traffic and pedestrians.

Existing traffic signs shall be maintained by the Contractor in a manner to ensure adequate protection from motorists using the street during construction. If it becomes necessary to remove existing signs for construction operations, temporary signs shall be installed and maintained by the Contractor at locations designated by the Engineer. Any existing traffic signs or posts damaged by the Contractor shall be replaced at his own expense.

Signs:

When covering existing city-owned signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

Any plates or direct applied sheeting used to alter signs shall have the same sheeting as the base sign.

No more than one kind of alteration shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

Flaggers:

Flagger(s) will be required when work encroaches on the open lane(s). No lane closures will be permitted without flagger protection.

Flaggers shall comply with all requirements and signaling methods contained in the Department's "Traffic Control Field Manual" current at the time of letting. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

Pavement Marking:

Short-term pavement markings on a milled surface shall be paint.

Contractor Access:

The contractor shall present a plan of the access that will be used during construction of said project by the Contractor or Subcontractor and Residents to the Engineer at the time of the Pre-Construction Meeting. The Engineer and Contractor shall both examine the plan noting any areas of concern before construction begins.

Upon completion of the project the Engineer shall examine the streets prior to approving final payment to the Contractor. Any areas that have been damaged due to construction activity shall be repaired by the Contractor to the satisfaction of the Engineer. When work is complete, the Contractor shall arrange, within a reasonable time period, to clean up and restore areas where equipment or material has been stored on the right-of-way or easement. This work shall be included in the cost of the contract.

The Engineer may restrict the movement of construction vehicles on the completed surface in order to prevent damage to these surfaces.

At road closure locations where Type III Barricades are installed in a manner that will not allow Contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 701901 for Road Closed to Through Traffic. "Road Closed" signs (R11-2), supplemented by "Except Authorized Vehicles" signs (R3-I101), shall be mounted on both the near-right and far-left barricade(s). At the end of each workday the barricades shall be returned to their in-line positions. This work will be included in the cost of the contract, and no extra compensation will be allowed.

Traffic Control for Road Closure:

This work shall be done according to the Road Closure Standard and Section 701 of the Standard Specifications.

The Contractor shall notify the City two (2) weeks prior to closure of a roadway segment.

Signing and devices required to close the road, according to the Traffic Control for Road Closure detail and contained herein, shall be the responsibility of the Contractor.

The "ROAD CLOSED" sign on the Type III barricades shall be unobstructed and visible to traffic at all times. No equipment, debris, or other materials shall be stored within 20 feet of the first set of Type III barricades, unless approved by the Engineer.

The Contractor shall not drive around the outside of the Type III barricades, but shall relocate the barricades temporarily for access. When it is necessary for the barricades to be moved for

access, the Contractor shall move the devices into the left lane and/or left shoulder area behind barricades that are to remain in place. At no time shall the barricades be turned parallel to traffic flow for access purposes.

If a path becomes evident around the outside of the barricades, the Contractor shall be required to place additional Type III barricades to prevent driving around the existing barricades. Additional barricades shall be included in the cost of applicable Traffic Control Standards

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

The Contractor shall be required to notify the City of East Moline and affected residents prior to a complete closure.

All cost involved in conforming with this provision shall be considered a part of the Lump Sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

TRENCH BACKFILL

This work shall be done in accordance with Section 208 of the Standard Specifications for Road and Bridge Construction and Section 20 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

Trench Backfill (Illinois Department of Transportation (Gradation FA-6) shall be placed in accordance with the trench detail shown in the construction plans. Trench backfill shall also be utilized to backfill any trenches or excavations when within 2 feet of a street, sidewalk, multi-use path, curb, or driveway.

The term "Trench Backfill" shall be synonymous with the term "Select Granular Backfill" for this project.

Trench backfill shall be compacted in 6-to-8-inch lifts to 95% standard proctor dry density above the initial backfill. Jetting will not be allowed, nor will the use of a falling weight stomper or drop hammer.

The measurement for payment shall be computed by the maximum trench width allowed, as shown on the city detail for trench backfill.

Payment shall be made at the contract unit price per Cubic Yard for TRENCH BACKFILL, which shall include all labor, materials, and equipment necessary to complete this item.

DUCTILE IRON WATER MAIN, 6"

DUCTILE IRON WATER MAIN, 8"

DUCTILE IRON WATER MAIN, 12"

This work shall be done in accordance with Sections 40 and 41 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

Watermains on this project shall be poly-wrapped ductile iron pipe in accordance with AWWA C151. The minimum wall thickness for pipes having push-on or mechanical joints, restrained joints, or plain ends shall conform to Pressure Class 350. Watermains shall be lined with standard-

thickness cement-mortar lining with seal coat in accordance with AWWA C104 and coated on all exterior surfaces with an asphaltic coating. Mechanical and push-on joints for pipes shall conform to AWWA C111.

Watermain pipe restrained joints shall meet one of the following:

- A. US Pipe and McWane: TR Flex Joint
- B. American Ductile Iron Pipe: Flex-Ring Joint
- C. Griffin Pipe: Snap-Lok Joint
- D. Restrained retainer gland joints shall be Mega-Lug 1100 series as manufactured by EBAA Iron Works or Stargrip as Manufactured by Star Pipe Products.

All joints shall be sealed with gaskets manufactured in accordance with AWWA C111 and shall be NSF 61 and NSF 372 compliant. All gaskets shall be Viton gaskets.

Ductile iron pipe, fittings, and valves shall be encased in V-Bio enhanced polyethylene encasement sleeves, which consist of three layers of co-extruded linear low-density polyethylene, fused into a single thickness of not less than 8 mils, Class C (white) conforming to the requirements of AWWA C105/ANSI A21.5. The wrap shall be overlapped one foot in each direction at joints and secured in place around the pipe, and any wrap at tap locations shall be taped tightly prior to tapping and inspecting for any needed repairs following the tap. V-Bio Enhanced Polyethylene Encasement shall be per DIPRA.

All watermain shall be constructed with a suitable tracer wire system securely attached. Tracer wire shall be Pro-Traced Heavy Duty -LLDPE insulation with minimum 45 mil thickness and 12 gauge copper wire and 8AWG for horizontally directional drilled; light blue in color. Splice kits shall be 3M – Scotchcast No. 3832. Tracer wire shall be attached to the watermain with electrical tape at 8 to 10-foot intervals on the 3 or 9 o'clock position of the pipe. A color-coded warning tape shall be placed one foot above the top of the pipe. Tracer wire shall be terminated at the backside of fire hydrants in a termination box and mounted to the hydrant or at valve boxes and other logical points for connection to locating equipment. The Contractor shall conduct a continuity test of the tracer wire and obtain results satisfactory to the owner prior to the final payment.

The Contractor shall submit shop drawings, including the manufacturer's literature, for all sizes of watermain being provided.

Watermain installation shall be done in accordance with the recommendations of the manufacturer of the watermain pipe, with AWWA C600-17 Installation of Ductile-Iron Mains and their Appurtenances, and as shown in the city typical conduit installation detail. Depth of watermain cover shall be a minimum of 5'-0" as measured from the proposed ground surface or proposed grade to the top of the barrel of the pipe. Pipe shall be placed on a uniform trench bedding with horizontal and vertical deflection not to exceed manufacturer's recommendations.

Prior to the start of construction, the Contractor shall establish the depth of the existing water lines and other utility lines that will be crossed with the proposed water main. Proposed water lines at the points of crossing shall have their depth adjusted to provide clearance and no interruption of existing utilities. The cost of the establishment of the depth of the existing water lines and utilities, including exploratory excavations, shall be incidental to this pay item.

All pavement cutting, pavement removal, concrete removal, excavation, dewatering, and soil/construction debris removal and disposal necessary to install the proposed watermain shall be included in this pay item.

Additional requirements for embedding the watermain (4" below the bottom of the watermain to the top of the watermain) during construction shall be as follows:

Granular cradle shall be used for all watermain under this project. When used to embed ductile iron watermain pipe, the granular cradle shall meet gradation FA-6. Costs for granular cradle installed as specified shall be included in the contract unit price bid per Foot for DUCTILE IRON WATER MAIN, 6", DUCTILE IRON WATER MAIN, 8", and DUCTILE IRON WATER MAIN, 12". No additional compensation for Granular Cradle will be made. The Contractor shall submit material certifications for the granular cradle.

The contractor shall carefully place granular material and compact evenly on both sides of the pipe from 4" below the bottom of the pipe to the top of the pipe. Contractor shall spade or shovel slice material under the pipe haunches. Care should be taken during placement and compaction to not damage the pipe.

The Contractor shall perform flushing, testing, and disinfection of all of the proposed watermains in this project in accordance with the provisions of AWWA Standard C651-14.

Testing pressure shall be a minimum of 150 psi. Costs associated with pressure testing of all newly installed mains shall be incidental to the contract unit price of DUCTILE IRON WATER MAIN, 6", DUCTILE IRON WATER MAIN, 8", and DUCTILE IRON WATER MAIN, 12". Water required for flushing and testing shall be furnished by the City at no charge to the Contractor, unless bacteriological samples do not pass the first time. Water will be charged at regular City rates for any quantities required for repetitive flushing and testing as a result of an unsatisfactory bacterial test. Costs associated with flushing and disinfecting shall be incidental to the contract unit price for the watermain.

The water main shall be disinfected with liquid chlorine or a chlorine-bearing compound in water in accordance with Section 41-2.14 of the Standard Specifications for Water and Sewer Construction in Illinois.

Measurement and Payment for work included in this item shall be made at the contract unit price per Foot for DUCTILE IRON WATER MAIN, 6", DUCTILE IRON WATER MAIN, 8", and DUCTILE IRON WATER MAIN, 12". The contract unit price shall include furnishing all labor, equipment, and materials which are necessary for the installation and testing of the watermain. Excavation, Disposal, and Pipe Embedment (Granular Cradle) shall be included in the cost of the contract unit price of the watermain.

DUCTILE IRON WATER MAIN FITTINGS, 6", 45 DEGREE BEND

DUCTILE IRON WATER MAIN FITTINGS, 8", 45 DEGREE BEND

DUCTILE IRON WATER MAIN FITTINGS, 12", 45 DEGREE BEND

DUCTILE IRON WATER MAIN TEE, 12" X 6"

DUCTILE IRON WATER MAIN REDUCER, 12" X 8"

This work shall comply with Sections 40 and 41 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

Fittings shall conform to AWWA Standard C153/A21.53-19. Fittings shall be mechanical joint and shall be cement-lined in accordance with AWWA Specification C104/A21.4-16. A bituminous seal coating shall be applied to all interior and exterior surfaces. Mechanical joints for fittings shall conform to AWWA C111 and be 250 psi pressure-rated. Fittings shall be manufactured by McWane, U.S. Pipe Company, American Cast Iron Pipe Company, Tyler, or Griffin Pipe Company. All mechanical joints shall be constructed with Cor-Blue T-Bolts (NSS) by Birmingham Fastener or R-Blue by Romac Industries.

All valves and mechanical joint fittings shall be encased in a polyethylene sleeve for 3 meters (10 feet) on each side of the valve or fitting. Sleeves shall be linear low-density polyethylene, 8 mil thickness, Class C (black) conforming to the requirements of AWWA C105 / ANSI A21.5.

The Contractor shall submit shop drawings, including the manufacturer's literature, for all types and sizes of fittings being provided.

Fittings installation shall be done in accordance with the recommendations of the manufacturer of the ductile iron fitting and in accordance with AWWA C600-17 Installation of Ductile-Iron Mains and their Appurtenances.

Fittings specifically required for connections to existing mains that are not shown on the plans shall be considered incidental to the contract unit price per Each for CONNECTION TO EXISTING WATERMAIN.

Payment will be made at the contract unit price Each for DUCTILE IRON WATER MAIN FITTINGS, 6", 45 DEGREE BEND, DUCTILE IRON WATER MAIN FITTINGS, 8", 45 DEGREE BEND, DUCTILE IRON WATER MAIN FITTINGS, 12", 45 DEGREE BEND, DUCTILE IRON WATER MAIN TEE, 12" x 6", and DUCTILE IRON WATER MAIN REDUCER, 12" X 8", which shall include all labor, equipment, and materials necessary to complete these items.

FIRE HYDRANTS TO BE REMOVED

This work shall comply with Sections 564 of the IDOT Standard Specifications and the special provision included herein.

This work shall include the removal of all hydrants, valve boxes, water mains and other associated components to a minimum one foot below grade. All pipelines shall be drained and the pipe end plugged with a mechanical joint cap. Any excavation or hole formed by the removal shall be backfilled with fine aggregate.

Basis of Payment:

This work will be paid for at the contract unit price per Each for FIRE HYDRANTS TO BE REMOVED, which price shall include all materials, labor, and equipment necessary to complete the pavement as specified.

WATER MAIN CASING PIPE

This work shall be done in accordance with Sections 40 and 41 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

At the locations shown on the drawings where the proposed watermain crosses above an existing sewer with less than 18" separation or when a watermain crosses below an existing sewer with greater than 18" separation, the watermain shall be placed in casing pipe using open cut construction methods in accordance with the details on the plans and the standard specifications.

The casing pipe shall be PVC, water main quality pipe. The inside diameter of the casing pipe shall be at least 2 inches greater than the largest outside diameter of the watermain pipe to be installed in it.

The watermain to be installed in the casing shall be the same type of pipe as is being used immediately outside the casing. Watermain pipe shall be protected from damage while being installed in the casing. The pipe shall be installed inside the casing pipe utilizing non-corrosive casing spacers acceptable to the Engineer.

After the watermain is installed in the casing, the ends of the casing pipe shall be fitted with an end seal securely fastened with SST clamps. The end seal shall be 1/8" thick (min) rubber, Cascade Waterworks Manufacturing model CCES or Advance Products & Systems.

The contractor shall submit shop drawings, including the manufacturers literature, for all casing pipe being installed.

Measurement of the watermain in casing pipe shall be equal to the actual length of casing installed, but shall not be greater than the length shown on the plans unless the Engineer specifically requires a longer casing during construction.

Payment for casing pipe for sewer crossings shall be made at the contract unit price per foot for WATER MAIN CASING PIPE. The contract unit price shall include furnishing all labor, equipment, and materials, including the casing pipe, installation of the watermain in the casing pipe, sealing of the casing, and other operations involved with the installation of the pipe in the casing.

SANITARY SEWER (SPECIAL)

This work shall comply with Sections 30 and 31 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

This item refers to the WMQ PVC C900 DR 25 sanitary sewer where it crosses underneath the proposed watermain. Under this item, the Contractor shall provide all labor, equipment, and materials to construct and test the water main quality sanitary sewer as shown on the plans and as specified herein. Testing of all water main quality sanitary sewers shall be done by the Contractor.

The Contractor shall be responsible for purchasing and unloading the PVC C900 DR 25 pipe at the jobsite and storing it in a safe location. The Contractor shall accept all liability henceforth, and any damage to the pipe during or after unloading on the jobsite shall be the Contractor's responsibility.

This work shall be done in accordance with Section 560 of the IDOT Standard Specifications, and the Standard Specifications for Water and Sewer Construction in Illinois (latest edition), and as modified below.

Pipe materials will be PVC pipe and shall meet AWWA C900 and shall be DR 25 with push-on joints with rubber gaskets meeting ASTM Specification F477. Pipe installation shall be per the pipe manufacturer and ASTM D2321.

Pipe bedding, haunching and initial backfill will be incidental to this item and shall not be measured for separate payment. Native backfill in turf areas will be incidental to this item and shall not be measured for separate payment.

All existing sanitary sewer shall be maintained in service during the entire period during which the new sewer is being constructed. The Contractor shall be responsible for installing and removing temporary piping and/or pumping required to maintain sanitary flow.

Work shall include excavation (including the removal of existing sanitary sewers or other abandoned utilities within the path of the new sanitary sewers); supply and placement of bedding material (Bedding and haunching material shall be CA-6); the supply and placement of water main quality sanitary sewers of the size noted on the plans.

Dewatering sufficient to maintain the water level 12 inches below the surface of the trench bottom or base of the bedding course, shall be accomplished prior to pipe laying and jointing, if not prior to excavation and placing of the bedding as called for in other sections of the specifications or Special Provisions. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench. The normal water table shall be restored to its natural level in such a manner as to not disturb the pipe and its foundation. Cost of any dewatering operations shall be incidental to the sanitary sewer.

All sanitary sewers will receive a TV inspection by the Contractor and must be approved by the Engineer as having no remaining debris or buildup prior to payment approval.

Conduct pressure and leakage tests on all newly installed pipelines or segments of pipelines. Furnish all necessary equipment and material and make all permanent or temporary connections or plugs to the pipe, as required to perform testing on pipe segments. Properly restrain all segments to be tested. Owner will monitor the tests. Test pressures and type of test shall be as specified. Sanitary sewer testing shall be per Standard Specifications for Water & Sewer Construction in Illinois, latest edition, provisions and as specified herein. The Contractor shall be required to test all the sanitary sewers installed on this project and all sections will be required to pass testing as outlined. Leakage tests shall be performed after the lines have been cleaned and the trench backfilled.

All gravity sanitary sewers shall be tested by exfiltration of water or exfiltration of air. The exfiltration of water method shall be done in accordance with Part 31-1.13 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition. The air testing method shall be done in accordance with ASTM F1417 and Part 31-1.13 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition. The appropriate method of leakage testing shall be determined by the Owner based on field conditions.

If any section fails to meet the tests, the section shall be repaired or replaced at the Contractor's expense and retested until it meets the leakage limits. Pressure grout or concrete encasement will not be acceptable methods of repair of joints.

The Contractor shall be required to conduct deflection testing on all flexible sewer pipe in accordance with applicable provisions of the Standard Specifications for Water and Sewer Construction in Illinois except as modified herein. Deflection testing shall be performed on all sewer which is installed. Sections of sewer shall be tested no sooner than 30 days after the sewer has been installed. Where feasible, testing shall be initiated at the downstream sections of the sewer and be followed by the upstream sections. Testing shall be performed by pulling through the sewer by hand a rigid ball or mandrel having an outside diameter equal to 95% of the base inside diameter of the pipe. Other instruments for measuring deflection may be used if they are approved by the Owner.

Deflection of flexible pipe shall not exceed 5% of the base inside diameter. Where deflection is found to be in excess of 5% of the original pipe diameter, the Contractor shall excavate to the point of excess deflection and carefully compact around the point where excess deflection was found. The line shall then be re-tested for deflection. However, should after the initial testing the deflected pipe fail to return to the original size (inside diameter) the line shall be replaced. The following report shall be submitted for each segment of installed pipe.

The work will be paid for at the contract unit price per Foot for SANITARY SEWER (SPECIAL). The cost of excavation and locating of all existing sanitary sewers shall be incidental to this item.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

Contract Specific Work Areas. The excavated soil and groundwater within the work areas listed below shall be managed as either "uncontaminated soil", hazardous waste, special waste or non-special waste. All excavated soils are anticipated to be reused on-site as fill/embankment material, except for soils classified as 669.05(a)(5). For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

Site #5: Former Case Plant/Vacant Lot, 1100 3rd Street, East Moline, Illinois 61244

Station 22+11 to 25+40 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-c,d)pyrene, carbazole, arsenic, mercury, and manganese. During due-diligence activities, mercury was discovered above the construction worker inhalation exposure pathway. As a result, the Contractor shall institute a Work Zone for worker safety.

Station 22+11 to 24+34 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC sampling parameters: iron, manganese, and pH.

Station 24+34 to 26+38 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: iron, manganese, and PID.

Station 25+40 to 29+45 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC sampling parameters: benzo(a)pyrene, iron, manganese, and pH.

Station 26+38 to 28+40 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameters: iron and manganese.

Station 28+43 to 30+48 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: iron, manganese, and PID.

Station 30+48 to 32+48 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameter: manganese.

Station 31+43 to 33+48 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameter: manganese.

Station 34+32 to 40+40 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: benzo(a)pyrene, lead, manganese, and PID.

Station 35+39 to 37+45 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: manganese, 4,4'-DDD, and 4,4'-DDE.

Station 37+45 to 39+40 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC sampling parameters: lead and manganese.

Station 39+40 to 40+85 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameters: iron and manganese.

Station 40+40 to 41+86 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameters: iron and manganese.

Station 41+86 to 42+84 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(1). COC sampling parameters: benzo(a)pyrene, lead, and manganese.

Station 42+84 to 43+84 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: arsenic, manganese, and thallium.

Station 43+84 to 45+82 (Westbound + Eastbound Bend Boulevard), 0 to 100 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-c,d)pyrene, naphthalene, carbazole, dibenzofuran, 4,4'-DDD, 4,4'-DDE, lead, mercury, manganese, and antimony. During due-diligence activities, naphthalene and mercury were discovered above the construction worker inhalation exposure pathway, and lead was discovered above the construction worker ingestion exposure pathway. As a result, the Contractor shall institute a Work Zone for worker safety.

Station 45+82 to 47+85 (Westbound + Eastbound Bend Boulevard), 0 to 93 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameter: manganese.

Station 47+85 to 48+88 (Westbound + Eastbound Bend Boulevard), 0 to 88 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: benzo(a)pyrene, mercury, and manganese. During due-diligence activities, mercury was discovered above the construction worker inhalation exposure pathway. As a result, the Contractor shall institute a Work Zone for worker safety.

Station 48+88 to 49+78 (Westbound + Eastbound Bend Boulevard), 0 to 81 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(5). COC sampling parameters: benzo(a)pyrene, mercury, and manganese.

Station 49+78 to 50+68.97 (Westbound + Eastbound Bend Boulevard), 0 to 74 feet LT + 0 to 111 feet RT (Site 5) – The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05 (a)(2). COC sampling parameters: benzo(a)pyrene and manganese.

Groundwater

The Contractor shall consider all groundwater encountered within the project area to be potentially contaminated. Groundwater may be managed within the excavation, pretreated on-site and discharged to a sanitary sewer with a permit through the City of East Moline's Regional WWTP, or managed off-site as a special waste as applicable in accordance with Article 669.05(d).

Station 22+11 to 36+34 (Westbound + Eastbound Bend Boulevard), 0 to 72 feet LT + 0 to 72 feet RT (Site 5) – The Engineer has determined this groundwater meets the criteria of and shall be managed in accordance with Article 669.05(d). COC sampling parameters: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, indeno(1,2,3-c,d)pyrene, arsenic, barium, cadmium, total chromium, lead, beryllium, copper, iron, manganese, nickel, thallium, and vanadium.

Station 36+34 to 50+68.97 (Westbound + Eastbound Bend Boulevard), 0 to 100 feet LT + 0 to 111 feet RT (Site 5) – The Engineer has determined this groundwater meets the criteria of and shall be managed in accordance with Article 669.05(d). COC sampling parameters: total chromium, lead, iron, manganese, nickel, and vanadium.

For additional information on permitted discharge to a sanitary sewer, please see the City of East Moline's "Agreement to Accept Construction Groundwater – The Bend Blvd. Project" and "Temporary Industrial Wastewater Discharge Permit Application" incorporated herein these special provisions. The Contractor shall coordinate all groundwater sampling analytical parameters and frequency with the City of East Moline's Pretreatment Controller, including but not limited to turbidity, pH, and metals/other pollutants. The cost of all labor, materials, equipment, on-site pretreatment systems, maintenance, laboratory fees, and testing/sampling as required for permitted discharge to the City's sanitary sewer shall be included in the contract unit price per Gallon for Special Waste Groundwater Disposal.

The preliminary site investigation (PSI) completed by Terracon includes additional information on anticipated groundwater contamination.

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:

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Additional information on the above sites collected and documented in the Preliminary Site Investigation (PSI) available through Crawford, Murphy and Tilly (CMT).

PORTLAND CEMENT CONCRETE PAVEMENT 8" (SPECIAL) WITH INTEGRAL CURB

Description:

This work shall consist of furnishing and constructing 8-inch Portland cement concrete pavement with integral curb as shown on the plans, including preparation of the subgrade, furnishing concrete, forming, placing, finishing, texturing, curing, saw-cutting joints, and all incidental work. Concrete shall conform to Section 420 of the Standard Specifications unless modified herein.

The integral curb shall be constructed monolithically with the pavement, matching dimensions shown on the plans. All required reinforcement, tie bars, expansion material, curing materials, and joint fillers shall be included.

Method of Measurement:

PCC Pavement 8" (Special) With Integral Curb will be measured in Square Yards (SQ YD) of pavement surface constructed.

Basis of Payment:

This work will be paid for at the contract unit price per Square Yard for PORTLAND CEMENT CONCRETE PAVEMENT 8" (SPECIAL) WITH INTEGRAL CURB, which price shall include all materials, labor, equipment, forming, finishing, curing, and jointing necessary to complete the pavement as specified.

WASHOUT BASIN

Description:

This work shall consist of furnishing, constructing, maintaining, and removing washout basin for concrete and equipment washout operations as required during construction. Washout basin shall be located as approved by the Engineer and maintained to prevent discharge of wash water or slurry outside the basin. Temporary concrete washout basin shall be constructed per the Illinois Urban Manual standard guidelines and details.

Basis of Payment:

This work will be paid for at the contract Lump Sum price for WASHOUT BASIN. The lump sum price shall include all labor, materials, equipment, maintenance, removal, disposal, and site restoration required to complete the work.

RELOCATE EXISTING MAILBOX

The Contractor shall be responsible for determining and coordinating with the Engineer and the local Post Office (Post Master) an acceptable method for mail service during construction. Notice shall be provided to all affected property owners that will experience a change in mail delivery procedures. Temporary mailbox facilities may be required to be furnished by the Contractor. In addition to this coordination, all existing mailbox assemblies within the project limits and as noted in the plans shall be relocated to accommodate the conditions of the final roadway improvements.

This work will be paid for at the contract unit price per Each for RELOCATE EXISTING MAILBOX.

WAYFINDING SIGN

Description: This work shall include:

1. Provide production-ready digital files and production of graphic output.
2. Fabrication of all sign types indicated on the Drawings and summarized in the Quantities.
3. Site observation to verify existing site conditions and dimensions. Site observation shall note all potential installation conflicts between sign installation locations and regulatory signage.
4. Shop drawings, layouts, samples, and prototypes for Engineer approval.
5. Structural design and calculations when appropriate to substantiate design. It is required that the Sign Contractor include a certified engineer's review and stamp for all signage elements and footings.
6. Review and coordinate, furnish, and install all supports and footings required for the installation of all signs.
7. Installation of Signage.
8. Coordination of all utilities.

Quality Assurance: The following shall be provided for review and approval prior to commencement of fabrication and installation of signage.

1. Contractor's Qualifications:

- a. The Contractor, Fabricator or its Subcontractor, must be experienced in producing and installing graphics and signs similar to those indicated for this Project, with a record of successful in-service performance of not less than five (5) years, and sufficient production capacity to produce the sign units required without causing delays in the work schedule.
- b. If the installer is a different company than the sign fabricator, notify the Engineer in advance providing the installer's name, address, telephone number, and contact person.
- c. The Sign Contractor shall be responsible for providing structural design drawings produced and sealed by a qualified Engineer who is licensed to practice in the jurisdiction of the project.
- d. It shall be the responsibility of the Contractor to design, furnish, and install the elements, the structural support system and connections and accessories required to provide a complete installation.
- e. Any structural members indicated on the Signage Plans and Signage Details Sheets are intended for aesthetic or design intent only. Such indication on the drawings shall not negate the requirement for structural design and review.
- f. Supports, anchors and footings should be appropriately sized for the sign total.
- g. Design of graphics, supports, anchors, footings, and utilities shall be coordinated with locations of adjacent site and building elements.
- h. The structural integrity, installation methods, workmanship, finishes, appearance and durability of each element in the project shall meet or exceed the highest established industry quality standard. Execution of any testing procedures required for this quality assurance shall be the responsibility of the Contractor directly in charge of those elements. Test results shall be documents with actual material and/or production samples.

2. Type Reproduction:

- a. Type fonts and/or sign copy shown in the drawing set shall not be used in lieu of production-ready templates or production-ready digital art. They are intended as guidelines for layouts and type size only and are based on scale calculations of the message lengths within given and estimated sign areas. Should conflicts arise in the message layout, the Designer shall be notified before the Sign Contractor proceeds with fabrication.
- b. Sign Contractor must purchase specified original font software from font suppliers; Designer will not supply font software or digital copies of fonts. Conversions, translations, or "close matches" are not acceptable.
- c. Standard, commercially available and customized type shall be accurately and cleanly reproduced unless otherwise specified in writing.

- d. Unless otherwise shown on drawings, letter forms shall be aligned to maintain a baseline parallel to the sign format. Margins shall be maintained as shown in the sign layouts.

3. Proof Reading:

- a. Engineer shall review spelling, punctuation and grammar. Should the Sign Contractor detect any errors or omissions, they shall be brought to the attention of the Designer before proceeding with fabrication.
- b. Copy must be approved by the Engineer in writing. Do not proceed with fabrication until the Engineer has approved copy in writing.

4. Painting:

- a. The Contractor or its subcontractor shall have no less than five (5) years of successful experience in painting work similar in scope to the work of this project and who are fully qualified to fulfill the requirements of this specification.
- b. For each individual system: Provide primer and other undercoat paint produced by the same manufacturer as finish coat.
- c. Apply coatings only under manufacturer's recommended environmental conditions.
- d. Do not apply coatings during inclement weather except within enclosed, conditioned spaces.

- 5. Code Compliance: All work and material shall be in accordance with all applicable codes and standards and shall be acceptable to all authorities having jurisdiction.

Performance Requirements: Signage units shall be engineered to withstand stresses induced by wind loads, live loads, dead loads, temperature, shrinkage, fabrication, handling and erection in accordance with applicable codes. Furnish engineer's certificate stating that sign design meets or exceeds requirements of Contract Documents.

Submittals: The drawings in this package are for design intent only. The Sign Contractor is responsible for the proper engineering of all items. The internal structure, dimensions, and specifications for all items shall be indicated in the shop drawings. Designer will not provide electronic files of design intent drawings – it is intended that the Sign Contractor/Fabricator produce original, CADD-generated shop drawings. In certain cases, artwork will be provided for specified patterns, logos and custom profiles. Submittals shall include:

1. Shop drawings for all items including:

- a. Complete fabrication and installation drawings for each sign type, indicate dimensions, materials, finishes, fastening, anchorage, joining, sealing, backing, utility requirements, rough-in, paving, foundation, expansion joints and adjacent related site conditions.
- b. Note applicable standards, such as ASTM and other on drawings.
- c. Each sign type with all graphic elements.
- d. Accurately reproduced letter styles.

2. Engineer's signed and sealed shop drawings and calculations.
3. Product data for materials used.
 - a. Submit only manufacturer's standard drawings and catalog sheets, brochures, diagrams, schedules, charts, illustrations, test results, and other standard descriptive data pages. Mark-up each copy to clearly identify pertinent materials and products. Delete all non-applicable data.
4. Art and copy layouts for proofing.
5. Submit samples for verification showing a complete range of color, pattern, texture, and finishes for each material selected and compliance with requirements indicated. Provide (3) three of each unless noted otherwise:
 - b. 6" x 6" actual paint samples on aluminum substrate as specified in this Section.
 - c. 12" x 12" color sample of each type of graphic on the material/substrate, showing the base color, as indicated on the drawings, matches for background and text.
 - d. Progress Photos, as requested by the Engineer.
 - e. Records of stain, sealer and top-coat, paint mixing equations and any other pertinent information for use in making repairs and replacement parts in the future.
6. Electronic production-ready vector-based artwork files are to be given to the Engineer upon project completion on labeled CDs, DVDs, or USB compatible storage device.
7. Cleaning and Maintenance Data: Include procedures for operation and maintenance including stain/graffiti removal.
8. Warranties: Submit warranties from manufacturers, fabricators and installers.

Delivery, Storage, and Handling:

1. Inspect material upon receipt from the manufacturer. Reject any defective or damaged materials and replace with new.
2. Handle and store materials according to manufacturer's instructions.
3. Deliver elements to the project site in undamaged protective packaging labeled with specific contents.
4. Protect materials from damage on construction site and store in a safe, dry location.
5. Any material that becomes damaged during manufacture, shipping or while being stored shall be replaced at no additional cost to the Engineer.

Project Conditions: Contractor is responsible for verifying field measurements prior to the preparation of shop drawings and fabrication to ensure proper sign layout. Contractor is responsible for contacting and locating utilities to determine any potential conflicts with sign placement.

Warranty: Warranties on finished Sign products shall be as follows.

1. The Sign Manufacturer shall warranty manufactured sign products provided under this Section for five (5) years from the date of Substantial Completion, to be held by the city of East Moline.
2. Contractor shall provide a construction warranty on works under this section for one (1) year from the date of Substantial Completion. This construction warranty shall cover labor, equipment, and material costs associated with replacement of defective finished products.
3. Paint finishes are to be warranted by the Sign Manufacturer against fading, discoloration, cracking and peeling for a minimum of five (5) years from the date of Substantial Completion, to be held by the city of East Moline..
4. Products with a manufacturer's warranty exceeding one year shall be warranted for the manufacturer's specified length of time from the date of Substantial Completion.
5. Contractor shall provide copies of written statements of warranty to the Engineer prior to Final Acceptance.

Material Requirements: Materials used for signage shall comply with the following.

1. General Material Requirements:
 - a. Materials shall be new stock, free from defects impairing strength, durability and/or appearance. No fabrication or installation materials or procedures shall be used that will in any way change the usual quality or in any manner have an adverse effect on existing materials and surfaces.
 - b. It is the responsibility of the Contractor to ensure that materials are handled and installed according to manufacturer's instructions.
 - c. Substitute materials may be submitted, with the approval of the Engineer. No material substitution shall be made without written approval by the Engineer.
 - d. All finished sign elements including, but not limited to three dimensional letters, numbers, panels, and non-structural framing, shall be Aluminum, unless otherwise noted.
 - e. **Sign colors and finishes shall match existing wayfinding signage installed along Bend Blvd. as part of previous project.**
2. Aluminum Metal Components:
 - a. Reference Standards: ASTM B209-07 and ASTM B221.
 - b. Plates and Sheets: Alloy 6061-T6 meeting ASTM B209.
 - c. Extrusions: Alloy 6063-T6 meeting ASTM B221.
 - d. Finish: Satin.
3. Acrylic Components
 - a. Reference Standards: ASTM D4802-02
 - b. Panels and Sheets: Cast Acrylic
 - c. Finish: Frosted / Milky White Semi-Translucent & backlight reactive

4. Acrylic Polyurethane Paint Finish: ultraviolet inhibited aliphatic, acrylic polyurethane system engineered for extreme color and gloss retention. Lead and heavy metal free. Slick, hard surface resists dirt, pollutants, and abrasion. Withstands chipping, color-fade, gloss-loss and graffiti on interior and exterior surfaces.
 - a. Exterior aluminum sign panels, exposed framing, and support surfaces are to be colored as indicated on drawings.
 - i. The Sign Contractors will provide a paint color to match existing wayfinding signage installed along Bend Blvd.
 - ii. The Sign Contractor will supply paint samples as specified in this Section.
 - iii. Compile and maintain a list of all colors with factory batch numbers and formulation codes for all paints and coatings. At substantial completion the list will be provided to the Engineer for future maintenance.
 - b. Characteristics: Satin Gloss Finish.
 - c. Paint refers to those materials that require a finished surface as recommended by the approved manufacturers. Paint includes substrate preparation, priming and sealing, and intermediate and finish coats as recommended by manufacturer.
5. Opaque Applied Vinyl on Painted & Metal Substrates: Engineer grade cast vinyl film, with a clear, permanent, pressure sensitive adhesive with air release channels suitable for exterior markings such as signs and graphic displays and complies with ASTM D4956 Type I.
 - a. Opaque exterior and identification markings on sign panels are to be colored to match existing wayfinding signage installed along Bend Blvd.
 - i. The Sign Contractors will provide a vinyl film to match existing wayfinding signage installed along Bend Blvd.
 - ii. The Sign Contractor will supply vinyl film samples as specified in this Section.
 - iii. Compile and maintain a list of all colors with factory batch numbers and formulation codes for all vinyl films. At substantial completion the list will be provided to the Engineer for future maintenance.
 - b. Characteristics:
 - i. Thickness: 3.0 mils minimum with adhesive.
 - ii. Finish: Matte or Semi-Gloss.
 - iii. Properties: Capable of electronically generated cuts. Inks, paints, dyes, and other materials used in the process will be compatible and guaranteed against discolorations, deterioration or delamination.
 - iv. Adhesion: Clear, pressure sensitive adhesive with Kraft paper liner.
 - c. Substrates:

- i. Contractor to ensure product is compatible and designed for use with the indicated and properly prepared substrates.
- 6. Reflective Applied Vinyl on Painted and Metal Substrates: Enclosed lense, engineer grade, retroreflective film with similar daytime and nighttime appearance that retains reflectivity when wet, a clear, permanent, pressure sensitive adhesive with air release channels suitable for exterior markings such as signs and graphic displays, and complies with ASTM D4956 Type I.
 - a. Reflective exterior wayfinding and identification markings on sign panels are to be colored to match existing wayfinding signage installed along Bend Blvd..
 - i. The Sign Contractors will provide a vinyl film to match existing wayfinding signage installed along Bend Blvd.
 - ii. The Sign Contractor will supply vinyl film samples as specified in this Section.
 - iii. Compile and maintain a list of all colors with factory batch numbers and formulation codes for all vinyl films. At substantial completion the list will be provided to the Engineer for future maintenance.
 - b. Characteristics:
 - i. Thickness: 3.0 mils minimum with adhesive.
 - ii. Finish: Matte or Semi-Gloss.
 - iii. Properties: Capable of electronically generated cuts. Inks, paints, dyes, and other materials used in the process will be compatible and guaranteed against discolorations, deterioration or delamination.
 - iv. Adhesion: Clear, pressure sensitive, with synthetic liner.
 - c. Substrates:
 - i. Contractor to ensure product is compatible and designed for use with the indicated and properly prepared substrates.
- 7. Fasteners:
 - a. Mechanical fasteners shall be concealed unless noted otherwise as part of the thematic design look.
 - b. Fasteners shall be corrosion-resistant and chemically compatible with adjacent materials.
 - c. Any screw, bolt head or other mechanical fastener that cannot be concealed shall be countersunk whenever possible and colored to match the surrounding area.
 - d. Exposed fasteners shall be tamper-resistant.
- 8. Anchors and Inserts: Provide non-ferrous or hot-dip galvanized anchors and inserts for exterior installations and elsewhere required for corrosion resistance. Provide hot-dipped galvanized anchors and inserts.

9. Concrete: Installed as indicated on drawings and completed in accordance with applicable portions of Section 734 of the Standard Specifications and as directed by the Engineer.

Construction Requirements: Fabrication and installation of signage shall comply with the following.

1. Fabrication: Components shall be shop-fabricated and shop-assembled to extent possible. Responsibility for methods and techniques used to construct the work lies solely with the Contractor. Construction methods shall be employed that ensure that the installed product is structurally sound, and for exterior signs and graphics, weather-resistant.
2. Metal Assembly:
 - a. Fabricate and shop-assemble in largest sections practical for delivery to site.
 - b. Prepare and reinforce fabrications as necessary to receive applied items.
 - c. Grind exposed edges. Give corners a radius of 1/8 inch. This includes edges created by routing or water jet cutting processes.
 - d. Provide gasketing, insulation or other method necessary to prevent galvanic action between dissimilar materials.
 - e. Joints: Joints are to fit tightly and securely. Joints to be ground to a clean, tight corner. Make exposed joints tight, flush and hairline.
3. Welding:
 - a. Make welds clean, continuous and ground clean.
 - b. Welding shall be accomplished so that permanent distortions of flat surfaces are minimized.
 - c. Remove welding flux and oxides by grinding or pickling so that these areas match the finish of adjacent surfaces.
 - d. Any damage caused by fabrication shall be repaired by grinding, polishing or buffing.
4. Water Protection:
 - a. Cap open ends to keep out water and provide adequate drainage for water that does penetrate.
 - b. Weep holes to be placed in channel letters, sign cabinets and frames to allow proper drainage.
5. Applied Vinyl:
 - a. Clean and prepare substrates in accordance with manufacturer's recommendations for proper adhesion.
 - b. Install according to manufacturer's instructions. Provide uniform adhesion free of distortion, bubbles or subsurface particles.
 - c. Where seams are required within an image locate seam(s) to be inconspicuous. Allow for exact alignment of the image along seams.

6. Painting and Finishing:

a. General:

- ii. Apply coatings to surfaces that are clean and properly prepared in accordance with Manufacturer's instructions to assure optimal coating, adhesion and intended finish appearance.
- iii. Use applicators and techniques best suited to the substrate and the type of material being applied.
- iv. Apply additional coats when undercoats, stains or other conditions show through the finish coat of paint, until the paint film is of uniform finish, color and appearance.
- v. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections shall not be acceptable.
- vi. Transparent (Clear) Finishes: Multiple coats shall be used to produce smooth-surfaced finishes of even luster. Finishes shall be free of laps, cloudiness, runs, brush marks, orange peel, nail holes, or other surface imperfections.
- vii. Edges, corners, crevices, welds, exposed fasteners and other "irregular" surfaces shall receive a dry film thickness equivalent to that of "flat" surfaces.
- viii. It is the responsibility of the Contractor to insure that the application of coatings are only under environmental conditions recommended by the coating Manufacturer. Ensure proper adhesion to avoid delamination.
- ix. Apply appropriate prime-coat to aluminum backing.
- x. Apply coatings according to the drawings. Surfaces are to be coated, unless specifically noted.
- xi. Sand gloss coats before applying subsequent coatings.

b. Touch-Up:

- i. Protect work against damage until coating is fully cured.
- ii. Shortly before substantial completion of the project, examine surfaces for damage to coatings and restore coatings to new, undamaged condition.
- iii. Touch-up of minor damage will be acceptable where the result is not visible from surrounding surfaces. Where result is different, as determined by the Engineer, either in color, sheen or texture, recoat entire surface.

c. Metal Assemblies:

- i. Clean and prepare according to coating Manufacturer's recommendation for maximum adhesion.

- ii. Match color specifications set forth by the Designer and approved submitted samples for metal finishes.

7. Installation:

i. General:

- i. (a) Locate sign where indicated in plans, using mounting methods of the type described and in compliance with the material manufacturers' instructions or as specified here in.
- ii. (b) Install graphics level and plumb, with sign surfaces free from distortion or other defects in appearance unless indicated otherwise by the Architect/Designer. Install signs at the heights indicated.
- iii. (c) Install items in correct location, plumb and level, without rack or warp.
- iv. (d) Fasteners: Use concealed fasteners fabricated from metals that are neither corrosive to the sign material nor to the mounting surface. Fasteners shall be concealed unless noted in the Exhibits and Graphics Package. If fasteners must be visible the Engineer shall be consulted before a decision regarding fastening is made.
- v. (e) Any exposed screw ends are to be capped with stainless steel acorn nuts.

ii. Excavation and Subgrade Preparation:

- i. (a) Provide excavation work as required to install signage and footings as indicated.
- ii. (b) Contractor is responsible for contacting and locating utilities.
- iii. (c) Excavation and subgrade preparation shall conform to the requirements set forth in Section 202 of the Standard Specifications and as directed by the Engineer.

- iii. Concrete Construction: Installed as indicated on drawings and completed in accordance with applicable portions of Section 734 of the Standard Specifications and as directed by the Engineer.

Protection: Test each element to ensure that it is securely mounted. Protect installed elements during construction period. Remove temporary protection when the work is ready to be turned over to the Engineer.

Clean-up: Clean-up work area and remove debris resulting from work of this Section.

Basis of Payment: This work will be paid for furnishing and installing at the contract unit price per Each for **WAYFINDING SIGN** shall include all excavation, materials, equipment, tools, labor, engineering, and work incidental thereto, and shall be considered to be completely covered by the contract.

TRASH RECEPTACLES

Description: This work shall include:

1. Furnishing, assembling and installing decorative litter receptacles ("Trash Receptacles") at the positions and grades designated on the construction drawings.
2. Furnishing and installing the appurtenant materials required for the installation of the trash receptacles as shown on the construction drawings.

General Requirements: The contractor shall comply with manufacturer's recommendations for transportation, installation and approved submittals. All trash receptacles shall be installed level and true and in proper relation to adjacent surfaces.

Submittal Requirements: Submit following for review and approval.

1. Product Data: Manufacturer's standard product literature.
2. Shop Drawings: Indicating size, connections, materials, etc.
3. Installation Instructions
4. Maintenance Instructions
5. Warranty Information

Material Requirements: Materials used for bench construction shall comply with the following.

1. Decorative Trash Receptacle: Meeting the following specifications:
 - a. Manufacturer / Product: To match existing installed as part of Bend Blvd. project area.
 - b. Dimension: 22" Width x 22" D x 43.5" Height
 - c. Capacity: 36-Gallon
 - d. Inset Material: Fsc 100% Cumaru Hardwood
 - e. Inset Finish: Natural Oiled Finish
 - f. Lid And Body Material: Aluminum
 - g. Lid And Body Finish: Powdercoat, Dark Grey Metallic Texture
 - h. Rain Cover: Included: Subject To Upcharge
 - i. Latch Option: Tool-Operated Security Latch
 - j. Bag Straps: Included
 - k. Mounting: Anchored to concrete slab, using Manufacturer recommended surface mount.
 - l. Manufacturer's Warranty: Three (3) years from date of invoice against defects in materials and workmanship to be held by the City of East Moline.

2. The contractor shall submit manufacturer's product literature, including color charts and installation details for approval.
3. Trash receptacles must be supplied by a single manufacturer having the resources to provide consistent quality in appearance and physical properties.
4. Trash receptacles are to be packaged and shipped and as per manufacturer's recommendations.
5. All products are to be free from cracks, chips, defects and surface blemishes.
6. Concrete Slab: Install trash receptacles on concrete slab as indicated on drawings and completed in accordance with applicable portions of Section 420 of the Standard Specifications and as directed by the Engineer

Construction Requirements: Installation of benches shall comply with the following:

1. Trash receptacles are to be installed as per manufacturer's instructions.
2. Trash receptacles are to be surface mounted to concrete slabs where indicated in a manner which does not compromise the integrity of, crack, chip or discolor the slab.

This work will be paid for at the contract unit price per Each for **TRASH RECEPTACLES**, which price shall include all labor, materials, excavation, subgrade preparation, concrete slab installation, anchors, and equipment necessary to complete the work specified herein.

SWING GATE, NEW

Description:

This work shall consist of furnishing and installing a new swing gate at the locations shown on the plans or as directed by the Engineer. The swing gate shall be constructed in accordance with the swing gate detail shown in the plans and shall include all posts, hardware, fittings, and appurtenances necessary for a complete and functional installation.

Basis of Payment:

This work will be paid for at the contract unit price per Each for **SWING GATE, NEW**, which price shall include all labor, materials, equipment, and incidentals required to complete the work as specified.

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH COLORED:

Description: This work consists of decorative integrally coloring the concrete as specified in drawings and at locations shown on the drawings and/or directed by the Engineer in the field.

Coloring shall match the adjacent permeable concrete paver pavement. Contractor shall provide mockups for review and approval of coloring. Engineer in the field shall approve the color match in mock sample.

Products:

Concrete: Portland cement concrete in accordance with Section 1020 - Portland Cement Concrete of IDOT Standard Specifications.

1. Integral Color pigment shall be synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis (ASTM C 979/C 979M), to match existing decorative concrete previously installed as part of the Bend Blvd. project area. Use the following specifications for color pigment:
 - a. Manufacturer: Sika
 - b. Product: SikaColor – 120 G
 - c. Color: C24 Charcoal
2. Concrete Sealer shall be according to Section 1026 Standard Specifications.
3. The pigment for integrally colored concrete has no influence on the mix design.

The following guidance will prevent color variations.

1. A water/cement ratio range of ± 0.02 is recommended.
2. A calcium chloride accelerating admixture shall not be used.

Construction Requirements:

1. Construction shall be in compliance with Section 503-Concrete Structures, IDOT Standard Specifications and these specifications.
2. Colored concrete shall be integrally and uniformly colored to achieve manufacturer's color guide.

Submittal Requirements: The following submittals shall be provided to the Engineer for review and approval.

1. Product Data for Decorative Pavers, Truncated Dome Pavers, and Edge restraints.
2. Mock Sample.
 - a. Contractor shall provide cast in place mock sample containing PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH COLORED.
 - b. Mock samples shall be provided a minimum of 15 days prior to the order of PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH COLORED placement.
 - c. Mockup sample shall be a minimum of 4 feet in length by 4 feet in height by 5-inch thickness.
 - d. Location of mock sample shall be placed on site at location approved by Engineer.
 - e. This mock sample is the basis for Engineer in field approval of color match to adjacent existing structure and shall stand as the standard for overall color appearance.

The Integrally Colored Concrete work will be paid for at the contract unit price per Square Foot as PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH COLORED, which price shall include all equipment, materials, labor, coloring, pouring and finishing/stamping, to complete this work as specified to the satisfaction of the Engineer.

ELASTOMERIC CHECK VALVE 24" DIAMETER

This work shall consist of the furnishing and installation of an Elastomeric Check Valve of the diameter specified, installed at the end of a storm sewer at the location shown on the plans.

Elastomeric Check Valve of the diameter specified shall be an all-elastomer duck bill, flat bottom check valve with an all-rubber flange and be manufactured by one of the following companies:

- a) Red Valve/Tideflex Technologies
- b) Cla-Val
- c) Onyx Valve
- d) Proco Products, Inc.

Note: Contractor shall coordinate the procurement of the elastomeric check valve with the manufacturer prior to purchasing. Manufacturers shall recommend a model specification based on the requirements in the field. Any required information the manufacturer needs regarding the hydraulics of the system shall be supplied by the Engineer.

The elastomeric check valve shall be installed according to the manufacturer's recommendations and as determined by the Engineer. The quantity and size of the fasteners shall be as recommended by the manufacturer.

Basis of Payment. This work will be paid for at the contract unit price per Each for ELASTOMERIC CHECK VALVE 24" DIAMETER, which shall include all materials, equipment, and labor for completing the work.

NON-PRESSURE CONNECTION TO EXISTING WATER MAIN

This work shall be done in accordance with Sections 40 and 41 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

This work shall consist of a non-pressure connection to the existing watermain and any necessary special fittings not indicated on the drawings but required for installation. The Contractor shall be responsible for determining the type and outside diameter of the existing watermain pipe to obtain the proper fittings. Connections to existing mains shall have no visible leakage.

For each segment of watermain being installed, the main shall be initially connected to the existing main as indicated on the Plans. Connection points shall be valved and shall be the source of water for flushing, chlorination, and testing.

Where short lengths of main must be returned to service immediately after installation, all pipe and fittings shall be swabbed with chlorine solution prior to installation.

If the connection to an existing water main requires a shutdown of the existing main, the Contractor shall notify all users of the affected main a minimum 48 hours ahead of the shutdown. The Contractor shall re-chlorinate that portion of the existing water main which is shut down before it is put back into service. The Contractor shall provide the necessary blocking or restraining of the existing main when they make the new connection.

Payment for the work associated with connecting to existing mains shall be made at the contract unit price Each for NON-PRESSURE CONNECTION TO EXISTING WATER MAIN. Payment shall be made once at each location, regardless of the number of pipes to be connected at each location. Payment shall include removal of existing pipe and fittings, and cleaning of existing pipe and fittings prior to connection. Payment shall include relocation of existing gate valves and boxes, if required.

PRESSURE CONNECTION TO EXISTING WATERMAIN

This work shall comply with Section 46 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

The connection point shall be valved and shall be the source of water for flushing, testing, and chlorination. The proposed main shall be kept isolated from the existing main until the proposed main has been tested and passed for both leakage and bacteriological contamination. Under pressure connection shall consist of installing a tee (tapping sleeve) and gate valve with the existing main pressurized, which shall be performed by the Contractor.

Hot tapping shall result in a hole in the existing pipe, which has a diameter at least 90% of the inside diameter of the new pipe being connected. Contractor shall repair any damage to the existing pipe caused by hot tapping.

The Contractor shall be responsible for purchasing the tapping sleeves and tapping valve.

Tapping valves shall conform to AWWA C500 and the latest revision of AWWA C509, and be approved by ULFM. Tapping valve shall be full ported gate valve which will allow the shell cutter to pass through it to affect the pressure tap.

The tapping fittings (sleeve, saddle, and tapping tee) shall be two- or three-piece bolted fittings, split to allow placement over the main to be pressure tapped. Tapping sleeves shall be stainless steel with stainless steel bolts. Tapping sleeves for 8-inch and smaller watermain shall be Cascade CST-SL or Ford FAST.

Each valve shall have the manufacturer's name, pressure rating, and year of manufacture cast on the body. Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to AWWA requirements (twice the specified working pressure) and 400-psi ULFM requirements.

The Contractor shall submit shop drawings, including manufacturer's literature for all tapping fittings and valves being provided.

Tapping tee and valves shall be installed by the Contractor in accordance with the recommendations of the manufacturer of the tapping materials and in accordance with the Standard Specifications. The Contractor shall be responsible for determining the type and outside diameter of the existing watermain pipe to obtain the proper fittings. Connections to existing mains shall have no visible leakage. Where valves, fittings, or short lengths of main must be returned to service immediately after installation, all pipe and fittings shall be swabbed with chlorine solution prior to installation.

Payment for work included in this item shall be at the contract unit price Each for PRESSURE CONNECTION TO EXISTING WATERMAIN including tapping sleeve and tapping valve.

FIRE HYDRANT ASSEMBLY COMPLETE

This work shall comply with Section 45 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

The fire hydrants shall conform to the latest version of AWWA C502-18 for dry barrel fire hydrants for ordinary water works service and have a traffic flange.

All hydrants shall have a minimum 5-1/4" internal valve with two 2-1/2" hose nozzles with national standard threads and one 4-1/2" pumper nozzle and nozzle caps chained to the hydrant barrel. Hydrants shall also have automatic drain valves to drain the hydrant's barrel when the main valve is closed, O-ring packing, and a sealed oil reservoir. Hydrants shall be painted to match existing hydrants in the City.

Fire hydrants shall have a 6" restrained joint opening. Fire hydrants shall open counterclockwise and close with pressure.

Mechanical joint connections shall be designed to match the type of joint installed on the pipe.

The Contractor shall determine the depth of bury necessary prior to ordering the hydrant. Because of variations in ground elevation, the depth of bury for hydrants can be different from the minimum depth of cover for the watermain.

The fire hydrants shall be Clow Medallion or Mueller Super Centurion 250. The Contractor shall submit shop drawings, including the manufacturer's literature, for each type and size of fire hydrant being provided.

Auxiliary valve shall meet the requirements of GATE VALVE AND BOX, 6". Hydrant lead shall meet the requirements of DUCTILE IRON WATER MAIN, 6".

Each hydrant shall stand plumb and shall rest on a precast solid concrete block base. Under and around the drip of each hydrant shall be placed with a minimum of 4 cubic feet of clean aggregate (CA-7) extending above the drain holes. All fittings and valves in connection with the fire hydrant shall be the anchoring type. No hydrant shall be placed closer than 2-1/2 feet from the back of curb or edge of pavement to the centerline of the hydrant.

Fire Hydrant installation shall be done in accordance with the recommendations of the manufacturer of the fire hydrant and in accordance with the Standard Specifications.

Payment for furnishing and installing a fire hydrant, drainage stone, and thrust block shall be at the contract unit price Each for FIRE HYDRANT ASSEMBLY COMPLETE. The contract unit price shall include furnishing all labor, equipment, and materials which are necessary for the installation of the fire hydrant, 6" hydrant lead, and auxiliary valve.

MANHOLES, TYPE A, 4'-DIAMETER, WITH SPECIAL FRAME AND GRATE

MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE

MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE

Description:

This work shall be performed in accordance with Section 602 of the *Standard Specifications for Road and Bridge Construction*. The Contractor shall submit shop drawings for the structures in accordance with the contract requirements and obtain approval from the Engineer prior to fabrication and installation. The manhole, including the special frame and grate, shall be installed in accordance with the locations and details shown in the plans.

Basis of Payment:

This work will be paid for at the contract unit price per Each for MANHOLES, TYPE A, 4'-DIAMETER, WITH SPECIAL FRAME AND GRATE, MANHOLES, TYPE A, 5'-DIAMETER, WITH SPECIAL FRAME AND GRATE, and MANHOLES, TYPE A, 6'-DIAMETER, WITH SPECIAL FRAME AND GRATE which price shall include all labor, materials, equipment, shop drawings, and incidentals required to complete the work as specified.

DOUBLE INLET (SPECIAL)

INLETS (SPECIAL)

Description:

This work shall be performed in accordance with Section 602 of the *Standard Specifications for Road and Bridge Construction*. The Contractor shall submit shop drawings for the structures in accordance with the contract requirements and obtain approval from the Engineer prior to fabrication and installation. The inlet structures shall be installed in accordance with the locations and details shown in the plans.

Basis of Payment:

This work will be paid for at the contract unit price per Each for DOUBLE INLET (SPECIAL) and INLETS (SPECIAL) which price shall include all labor, materials, equipment, shop drawings, and incidentals required to complete the work as specified.

GATE VALVE AND BOX, 6"

GATE VALVE AND BOX, 12"

This work shall comply with Section 42 of the *Standard Specifications for Water and Sewer Construction in Illinois*, latest edition, as specified and modified below.

Gate valves shall be suitable for buried use and shall be resilient-seated type with non-rising stem and mechanical joints. Valves shall open counterclockwise and provided with 2" square opening nut with the word OPEN and an arrow cast in the metal to indicate direction to open.

Valves shall conform to AWWA C509-15 and be approved by ULFM. Gate valves shall be Clow Resilient Wedge F6100 or Mueller Resilient Wedge 2360 Series.

The wedge shall be of cast iron completely encapsulated in rubber. The sealing rubber shall be permanently bonded to the cast iron wedge to meet ASTM tests for rubber metal bond ASTM D429.

Stems for NRS assemblies shall be cast bronze with integral collars in full compliance with AWWA. The NRS stem stuffing box shall be the O-ring seal type with two rings located above the thrust collar. The two O-rings shall be replaceable with valve fully open and subjected to full rated working pressure. There shall be two low torque thrust bearings located above and below the stem collar. The stem nut shall be independent of wedge and shall be made of solid bronze. There shall be smooth, unobstructed waterway free of all pockets, cavities, and depressions in the seat area.

The body and bonnet shall be coated with fusion-bonded epoxy both interior and exterior. The bonnet and stuffing box bolts and nuts shall be 304 stainless steel.

Each valve shall have the manufacturer's name, pressure rating, and year of manufacture cast on the body. Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to AWWA requirements (twice the specified working pressure) and 400-psi ULFM requirements.

All fittings and valves shall be mechanical joint type. All mechanical joints shall be constructed with Cor-Blue T-Bolts (NSS) by Birmingham Fastener or R-Blue by Romac Industries.

All valves and mechanical joint fittings shall be encased in a polyethylene sleeve for 3 meters (10 feet) on each side of the valve or fitting. Sleeves shall be linear low-density polyethylene, 8 mil thickness, Class C (black) conforming to the requirements of AWWA C105 / ANSI A21.5.

Valve boxes shall be two pieces, cast iron, and screw-type adjustable boxes with a cover marked WATER. Box shall have a 5-1/4" inside diameter. Valve boxes shall be Tyler Series 6860 with #6 base, Tyler Union 6850 with rubber boot between valve and box base, or East Jordan Iron Works 8550.

The Contractor shall submit shop drawings, including the manufacturer's literature, for each valve being provided, and for all valve boxes.

Valve installation shall be done in accordance with the recommendations of the manufacturer of the ductile iron fitting and in accordance with the Standard Specifications.

Payment for work included in this item shall be at the contract unit price Each for GATE VALVE AND BOX, 6" and GATE VALVE AND BOX, 12". The contract unit price shall include furnishing all labor, equipment, and materials, which are necessary for the installation of the gate valve and box.

FENCE REMOVAL

Description. This work shall consist of the removal and disposal of existing fence including posts, gates, appurtenances and foundations at locations shown on plans.

Basis of Payment: This work will be measured and paid for at the contract unit price per Foot for FENCE REMOVAL, measured from center to center of end posts.

CHAIN LINK FENCE (SPECIAL)

Description: This work shall consist of furnishing and installing new chain link fence measured in linear feet along the bottom of fence fabric at the locations shown on the plans. Work shall include fence fabric, posts, footings, and all appurtenances necessary for a complete installation. Installation shall be performed in accordance with Section 664 of the Standard Specifications for Road and Bridge Construction.

Proposed fence shall connect to existing fence at locations as shown on the plans. The Contractor shall confirm with the manufacturer the necessary materials to terminate and securely connect existing fencing to new fence posts without gaps. Any additional materials required for connection shall be included in the contract unit price for this item.

Basis of Payment:

This work will be paid for at the contract unit price per Foot for **CHAIN LINK FENCE (SPECIAL)**, which shall include all labor, materials, equipment, and incidentals required to complete the work.

TEMPORARY FENCE (SPECIAL)

Description: This work shall consist of the installation of temporary chain link fencing as needed prior to placement of proposed permanent fencing in order to secure adjacent properties during construction.

Temporary fencing shall match the existing height of private property fencing and connect securely to existing end posts with wire ties. Temporary access gates with locks shall be provided at locations coordinated with the property owners and as directed by the Engineer.

Basis of Payment: This work will be measured and paid for at the contract unit price per Foot for TEMPORARY FENCE (SPECIAL), measured from center to center of end posts.

SANITARY SEWER SERVICE, 6"

This work shall comply with Section 33 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, in accordance with the details shown on the drawings, and as specified and modified below.

Under this item, the Contractor shall furnish and install a pre-fabricated SDR 26 wye fitting and SDR 26 plug for connecting future service sewers to the proposed sewers as indicated on the construction plans.

Service connections must be located, recorded, and inspected prior to backfilling. Failure to accomplish this will result in uncovering the connection for inspection.

Payment shall include the cost of all fittings, plugs, and accessories, as well as labor, tools, and equipment necessary to perform the work described under this item. Payment for this work shall be made at the contract unit price per Foot for SANITARY SEWER SERVICE, 6".

SANITARY SEWER, PVC, 12"

This work shall comply with Sections 30 and 31 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

Under this item, the Contractor shall provide all labor, equipment, and materials to construct and test the sanitary sewer as shown on the plans and as specified herein. Testing of all sanitary sewers shall be done by the Contractor.

The Contractor shall be responsible for purchasing and unloading the PVC SDR 26 pipe at the jobsite and storing it in a safe location. The Contractor shall accept all liability henceforth, and any damage to the pipe during or after unloading on the jobsite shall be the Contractor's responsibility.

This work shall be done in accordance with Section 560 of the IDOT Standard Specifications, and the Standard Specifications for Water and Sewer Construction in Illinois (latest edition), and as modified below.

Pipe materials will be PVC pipe and shall meet ASTM D3034 and shall be SDR26 with push-on joints with rubber gaskets meeting ASTM Specification F477. Pipe installation shall be per the pipe manufacturer and ASTM D2321.

Pipe bedding, haunching and initial backfill will be incidental to this item and shall not be measured for separate payment. Native backfill in turf areas will be incidental to this item and shall not be measured for separate payment.

All existing sanitary sewer shall be maintained in service during the entire period during which the new sewer is being constructed. The Contractor shall be responsible for installing and removing temporary piping and/or pumping required to maintain sanitary flow.

Work shall include excavation (including the removal of existing sanitary sewers or other abandoned utilities within the path of the new sanitary sewers); supply and placement of bedding material (Bedding and haunching material shall be CA-6); the supply and placement of sanitary sewers of the size noted on the plans.

Dewatering sufficient to maintain the water level 12 inches below the surface of the trench bottom or base of the bedding course, shall be accomplished prior to pipe laying and jointing, if not prior to excavation and placing of the bedding as called for in other sections of the specifications or Special Provisions. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench. The normal water table shall be restored to its natural level in such a manner as to not disturb the pipe and its foundation. Cost of any dewatering operations shall be incidental to the sanitary sewer.

All sanitary sewers will receive a TV inspection by the Contractor and must be approved by the Engineer as having no remaining debris or buildup prior to payment approval.

Conduct pressure and leakage tests on all newly installed pipelines or segments of pipelines. Furnish all necessary equipment and material and make all permanent or temporary connections or plugs to the pipe, as required to perform testing on pipe segments. Properly restrain all segments to be tested. Owner will monitor the tests. Test pressures and type of test shall be as specified. Sanitary sewer testing shall be per Standard Specifications for Water & Sewer Construction in Illinois, latest edition, provisions and as specified herein. The Contractor shall be required to test all the sanitary sewers installed on this project and all sections will be required to

pass testing as outlined. Leakage tests shall be performed after the lines have been cleaned and the trench backfilled.

All gravity sanitary sewers shall be tested by exfiltration of water or exfiltration of air. The exfiltration of water method shall be done in accordance with Part 31-1.13 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition. The air testing method shall be done in accordance with ASTM F1417 and Part 31-1.13 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition. The appropriate method of leakage testing shall be determined by the Owner based on field conditions.

If any section fails to meet the tests, the section shall be repaired or replaced at the Contractor's expense and retested until it meets the leakage limits. Pressure grout or concrete encasement will not be acceptable methods of repair of joints.

The Contractor shall be required to conduct deflection testing on all flexible sewer pipe in accordance with applicable provisions of the Standard Specifications for Water and Sewer Construction in Illinois except as modified herein. Deflection testing shall be performed on all sewer which is installed. Sections of sewer shall be tested no sooner than 30 days after the sewer has been installed. Where feasible, testing shall be initiated at the downstream sections of the sewer and be followed by the upstream sections. Testing shall be performed by pulling through the sewer by hand a rigid ball or mandrel having an outside diameter equal to 95% of the base inside diameter of the pipe. Other instruments for measuring deflection may be used if they are approved by the Owner.

Deflection of flexible pipe shall not exceed 5% of the base inside diameter. Where deflection is found to be in excess of 5% of the original pipe diameter, the Contractor shall excavate to the point of excess deflection and carefully compact around the point where excess deflection was found. The line shall then be re-tested for deflection. However, should after the initial testing the deflected pipe fail to return to the original size (inside diameter) the line shall be replaced. The following report shall be submitted for each segment of installed pipe.

The work will be paid for at the contract unit price per Foot for SANITARY SEWER, PVC, 12". The cost of excavation and locating of all existing sanitary sewers shall be incidental to this item.

CONCRETE PAD REMOVAL

Description:

This work shall consist of the removal and disposal of existing concrete surfaces, including all associated materials such as embedded reinforcement, joint materials, and debris, as required to achieve the new proposed grades. The existing concrete pads may be of variable depth, and the Contractor shall remove the full thickness of the pad within the removal limits shown on the plans or as directed by the Engineer. After removal, the excavated area shall be backfilled with furnished excavation to restore the required grade and maintain stability.

Removal shall be performed in a manner that avoids over-excavation and prevents disturbance to utilities or improvements. Any damage caused by the Contractor shall be repaired at no additional cost to the Owner.

All concrete debris shall be removed from the jobsite and disposed of in accordance with all applicable federal and state regulations.

Method of Measurement:

Concrete Pad Removal will be measured in Square Feet (SQ FT), measured to the neat removal limits shown on the plans.

Basis of Payment:

This work will be paid for at the contract unit price per Square Foot for CONCRETE PAD REMOVAL, which price shall include all labor, equipment, and materials necessary to complete the work as specified.

SANITARY MANHOLE, 4'-DIAMETER

This work shall be done in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and Sections 32-4 and 32-6 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as specified and modified below.

All manholes shall have granular bedding from 6" below the bottom of the manhole to the springline of the highest connecting sewer. Granular bedding shall be CA-6. Granular bedding shall be compacted after placement. Payment for granular bedding shall be incidental to the cost of SANITARY MANHOLE, 4'-DIAMETER.

All frames and lids shall be in accordance with the city detail for SANITARY MANHOLE. Frame and lid shall be Neenah R1772 with solid lid or East Jordan Iron Works Casting No. 1076 with the word "Sanitary" across the top. It shall be non-rocking in pavement areas.

The Contractor shall adjust the manhole casting to the final ground line as shown on the plans or directed by the Engineer in the field. Concrete "adjustment rings" having the same inside diameter as the casting may be used to raise the casting up to a maximum of 6 inches.

Connections between a manhole and sewer pipe shall be watertight. The connection shall utilize a connector which meets ASTM C 923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes" (latest revision). The connector shall be cast in the manhole wall and shall be capable of remaining watertight for pipe deflection up to 10 degrees in any direction and for differential loading between pipe and manhole. The sanitary manhole connection shall be Model X-Cel by A Lok Products, Inc. or Kwik Seal by Press Seal Corp.

Joints between precast manhole sections and under the casting frame shall be watertight and sealed by means of preformed butyl resin rope. Seal material shall not shrink, harden, or oxidize with age. Installation shall be according to the manufacturer's recommendations and as shown on the drawings.

All manholes shall be tested individually by negative air pressure test (vacuum test) in accordance with ASTM C1244 at the contractor's expense.

Manholes that fail the test shall be repaired to the satisfaction of the Engineer or replaced and retested until passing the test. All testing and repair or replacement shall be incidental to the unit cost per manhole, and no additional payment shall be made

Payment for manholes shall include all labor, materials and equipment necessary to construct, install, and test the manholes as shown on the plans and described in the specifications.

Payment for manholes shall be made at the respective contract unit price Each. Payment shall be made as described in the Special Provision item SANITARY MANHOLE, 4'-DIAMETER.

HANDHOLE SPECIAL 12" X 12"

Description

This work shall consist of furnishing, transporting, and installing the Handhole Special 12" x 12" in accordance with Section 814 of the Standard Specifications, the plans, and as directed by the Engineer.

Materials

The Handhole shall be polymer concrete with the following size: 12" width, 12" length, and 12" depth. Handhole shall be rated tier 8. Handhole cover shall state "ELECTRIC". Hardware shall be 3/8" penta bolts.

Basis of Payment

Work will be paid for at the Contract Unit Price per Each of HANDHOLE SPECIAL 12" X 12" for the unit specified in the plans, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

BENCHES:

Description: This work shall include:

1. Furnishing, assembling and installing decorative metal benches ("benches") at the positions and grades designated on the construction drawings.
2. Furnishing and installing the appurtenant materials required for the installation of the benches as shown on the construction drawings.

General Requirements: The contractor shall comply with manufacturer's recommendations for transportation, installation and approved submittals. All benches shall be installed level and true and in proper relation to adjacent surfaces.

Submittal Requirements: Submit following for review and approval.

1. Product Data: Manufacturer's standard product literature.
2. Shop Drawings: Indicating size, connections, materials, etc.
3. Installation Instructions
4. Maintenance Instructions
5. Warranty Information

Material Requirements: Materials used for bench construction shall comply with the following.

1. Decorative Metal Site Bench: Meeting the following specifications:
 - a. Basis of Design Product: Flight Bench by Forms and Surfaces
 - b. Manufacturer Contact: Jackie Dietz, jackie.dietz@forms-surfaces.com, 800.451.0410
 - c. Dimension: 72" Length x 20" D x 30" Height
 - d. Configuration: Backed

- e. Slat Material: Extruded Aluminum Slat
 - f. Slat Finish: Polyester Powdercoat, Dark Grey Metallic Texture
 - g. Frame Material: Aluminum
 - h. Frame Finish: Polyester Powdercoat, Silver Texture
 - i. Armrest: None provided.
 - j. Mounting: Anchored to concrete slab, using Manufacturer recommended paver mount brackets.
 - k. Manufacturer's Warranty: Three (3) years from date of invoice against defects in materials and workmanship to be held by the City of East Moline.
- 2. The contractor shall submit manufacturer's product literature, including color charts and installation details for approval.
 - 3. Benches must be supplied by a single manufacturer having the resources to provide consistent quality in appearance and physical properties.
 - 4. Benches are to be packaged and shipped and as per manufacturer's recommendations.
 - 5. All products are to be free from cracks, chips, defects and surface blemishes.

Construction Requirements: Installation of benches shall comply with the following:

- 1. Benches are to be installed as per manufacturer's instructions.
- 2. Benches are to be surface mounted to concrete slabs where indicated in a manner which does not compromise the integrity of, crack, chip or discolor the slab.
- 3. Benches to be anchored to concrete slab below pavers using Manufacturer recommended paver mount bracket. Final anchored conditions shall allow pavers to conceal mounting hardware.

This work will be paid for at the contract unit price per Each for **BENCHES**, which price shall include all labor, materials, paver mount brackets, and equipment necessary to complete the work specified herein.

CONSTRUCTION LAYOUT

Description:

This work shall consist of all labor, equipment, and materials necessary to perform construction layout for the project. Construction layout includes establishing and maintaining all reference points, lines, grades, and elevations required for the proper execution of the work as shown in the plans and as directed by the Engineer.

General:

The Contractor shall be responsible for the accuracy of all layout work. All layout shall be performed in accordance with Section 105 of the *Standard Specifications for Road and Bridge Construction* and Recurring Special Provision #9 Construction Layout Stakes. The Contractor shall provide qualified personnel and appropriate equipment to complete the layout work.

The Contractor shall maintain all layout points and replace any that are disturbed or destroyed at no additional cost to the Department. Layout shall include, but is not limited to:

- Centerline of proposed roadway and sideroads
- Edge of pavement, curb and gutter lines, Driveways.
- Structure locations
- Drainage features
- Right-of-way limits and easements

The Contractor shall provide the Engineer with sufficient notice prior to beginning layout work so that the Engineer may verify the layout if desired.

Materials:

The Contractor shall furnish all layout materials (e.g., stakes, lath, nails, flagging) necessary to perform the layout operations described herein or as directed by the Engineer.

Method of Measurement:

Construction Layout will be measured as a Lump Sum (L SUM) item.

Basis of Payment:

Payment for CONSTRUCTION LAYOUT shall be full compensation for performing all layout, surveying, staking, computations, records, and materials necessary to complete the work.

FRAME AND GRATE, SPECIAL

Description

This work shall consist of furnishing and installing a special frame and grate at the location specified in the plans in accordance with Section 602 of the standard specifications. Grate shall match the plan detail dimensions but have no raised curb opening.

Basis of Payment

Work will be paid for at the Contract Unit Price per Each of FRAME AND GRATE, SPECIAL which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

AGREEMENT TO ACCEPT CONSTRUCTION GROUNDWATER – THE BEND BLVD. PROJECT

PURPOSE:

- The City of East Moline is conducting an extension project along Bend Blvd. between 3rd street and 7th street. A Preliminary Site Investigation report (PSI) done by Terracon Consultants, Inc. revealed the presence of contaminated groundwater that may be encountered during construction. To mitigate groundwater onsite, dewatering and proper disposal will be necessary.
- Due to previous industrial activities, data from the PSI shows that groundwater contaminants at several sites include volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and heavy metals. Mercury is also of particular interest.
- Based on these findings, the Contractor (User) will be required to acquire an Industrial Discharge Permit through the City of East Moline Regional WWTP (CITY) and implement necessary pretreatment onsite before discharging into the CITY sanitary sewer. The anticipated pretreatment method is Activated Carbon Filtration.

THIS AGREEMENT, hereinafter referred to as “**TBB-CGW-26**” dated as of _____,
by and between the City of East Moline WWTP, hereinafter called the “**CITY**” and
_____ hereinafter called the “**User**,” *authorizes the User to
discharge groundwater resulting from construction along Bend Blvd. to the CITY of EAST
MOLINE’S Regional WWTP via the CITY public sewer system;*

WHEREAS, In accordance with IDOT Removal and Disposal of Regulated Substances, Article 669.05 (d); When disposed of in a sanitary sewer or combined sewer, the discharge shall be pre-treated to remove particulates, and the discharge shall be approved (in writing) by the local sewer authority.

WHEREAS, the CITY has no legal obligation to accept such wastewater, but as a service to the User has voluntarily agreed to do so;

WHEREAS, In accordance with the provisions of the Clean Water Act, (33 U.S.C. 1251); the General Pretreatment Regulations (40 CFR 403); the CITY OF EAST MOLINE’s Wastewater Regulations Ordinance, codified in the City Code Title 8, Chapter 9 and amendments thereto; and any Federal, state or local regulations not specifically mentioned herein that regulate the discharge from the User;

AND WHEREAS, The User adheres to the following CONDITIONS:

CONDITION 1: NON-HAZARDOUS WASTE & SEWER USE ORDINANCE

The User must not discharge hazardous waste as stated in the City of East Moline Code *Chapter 8-9-1: General Provisions* and *8-9-2: General Sewer Use Requirements*. The User must comply with all other sewer use requirements as found in the City Code Chapter 8 and Chapter 9.

(a). The wastewater must be identified as Non-Hazardous waste as defined in 40 CFR 261 and 35 IL Administrative Code 721. This means the waste is not listed as a hazardous waste and passes the four criteria as found in 40 CFR 261, Section 10 as listed below:

- 1) Not flammable waste: flashpoint < 140°F
- 2) Not corrosive: pH > 2.0 but < 12.5
- 3) Not reactive: capable of generating toxic gas
- 4) Not toxic: passes TCLP testing

(b). The wastewater must also meet standards specifically designated to protect the WWTP detailed by the City Code 8-9-2 (A): Prohibited Discharge Standards.

CONDITION 2: DISCHARGE PERMIT

The User must acquire an Industrial Discharge Permit from the CITY Pretreatment Controller under the General Pretreatment Regulations (40 CFR 403) and comply with all permit conditions.

(a). Permitting regulations are detailed by the City Code 8-9-3 through 8-9-13. A summary of permit requirements is listed below:

- 1) Application (**Attachment I**) & associated document submission
- 3) Implementation of proposed treatment methods
- 4) Monitoring of discharge Flow
- 5) Pollutant sampling & reporting of discharge
- 6) Submitting discharge management records

CONDITION 3: CONSTRUCTION PRACTICES

The User must follow appropriate IDOT Dewatering procedures, installation, and maintenance of all associated treatment practices according to IL state and applicable federal law. Required practices are, but not limited to, the following process steps and methods referenced in the "Illinois Urban Manual" and the IDOT "Erosion and Sediment Control Field Guide":

- (a). Diverting Surface water – cofferdams, channels, sumps, flumes, and temporary diversions
- (b). Removing water- Drains, sumps, pumps, casings, well points, monitoring wells

- (c). Erosion and Sediment Control- sediment traps, tanks, turbidity reduction, or filtration bags
- (d). Inspections

CONDITION 4: IEPA PERMITS

The User is responsible for obtaining all necessary permits to complete the activities of this Agreement. Examples of possible IEPA permits that may be applicable:

(a). IEPA Construction Permit – the user will contact the Illinois Environmental Protection Agency, Division of Water Pollution Control (IEPA DWPC) concerning the need for a Construction Permit for the potential pretreatment system. The IEPA DWPC would make the determination as to whether an IEPA Construction Permit would be necessary and such determination must be in writing and forwarded to the city.

- 1) If a pretreatment system is constructed and a permit is required, a Certified Class K Operator may be required for the system. The IEPA Operator Certification Unit can assist in determining if a license is required of personnel.

(b). IEPA Connection Permit – A Connection Permit may need to be acquired through IEPA for sewer use.

(c). IEPA Special Waste Stream Permit – If the construction groundwater is to be hauled to the CITY by truck, the user will have to obtain an IEPA Special Waste Stream Permit. The application will be filled out by the User and sent to the CITY for signature. The user will mail this to the IEPA DWPC with copies to the CITY. If a Special Waste Hauler Permit is necessary, the hauler would be required to manifest the waste.

- 1) In the event of use of a hauler, the hauler must register with the CITY and adhere to CITY waste hauler policies. A discharge permit and pretreatment of waste would still be necessary. Call 309-752-1580 for more information.



City of East Moline
915 16th Ave.
East Moline, IL 61244

NOW THEREFORE, THIS AGREEMENT is hereby agreed between the CITY and the User shall be executed by their respective personnel this day and year first above written.

User: _____ **(CITY) City of East Moline &
City of East Moline Regional WWTP**

BY: _____ **BY:** _____

TITLE: _____ **TITLE:** _____

ATTEST: _____ **ATTEST:** _____

TITLE: _____ **TITLE:** _____

ATTACHMENT I- IU DISCHARGE APPLICATION



City of East Moline
915 16th Ave.
East Moline, IL 61244

CITY OF EAST MOLINE
***TEMPORARY* INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION**

This application is in accordance with Agreement TBB-CGW-26 where the CITY has authorized discharge of anticipated contaminated groundwater encountered during construction for The Bend Blvd. Project. Construction sites will need to be dewatered and groundwater treated before discharge. This Application ensures the User is prepared to provide pretreatment services before discharge. Pretreatment methods may include sediment filtration and Activated Carbon Filtration. Estimated Specifications for a 100 gpm Mobile Treatment System is included in this Application as a reference guide.

Date of Application: _____

SECTION A - GENERAL INFORMATION

1. Company Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____

2. Authorized Representative:
The definition of an Authorized Representative can be found in Section 8-9-1 of the City's Sewer Ordinance.
Name: _____
Title: _____
Office Number: _____ Mobile Number: _____
Email: _____

3. Person to contact concerning daily operations:
Name: _____
Title: _____
Office Number: _____ Mobile Number: _____
Email: _____

4. **Applicant's Duly Authorized Representative:**

If an individual other than the Authorized Representative will be preparing and signing reports for the facility, then a Duly Authorized Representative form must be completed. A Duly Authorized Representative can be designated as outlined in the Authorized Representative definition found in Section 8-9-1 of the City's Sewer Ordinance. The City will provide this form for you.

Will you have one or more Duly Authorized Representative(s)? ☐ Yes ☐ No

Duly Authorized Representative(s)

A Duly Authorized Representative form will be required for each individual. Additional sheets can be attached as necessary.

Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____

5. Other Contact information (environmental personal, pretreatment equipment rental, etc)

Name: _____
Title: _____
Office Number: _____ Mobile Number: _____
Email: _____

6. Location of Construction:

Site Address _____
City: _____ State: _____ Zip Code: _____

7. Dates of Construction Activities: _____ to _____

8. Hours of operation: _____ to _____

Days per week: ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ Sat ☐ Sun

9. Shift Information per 24-hour day:

SHIFT	START TIME	END TIME	NUMBER OF EMPLOYEES
First			
Second			
Third			
TOTAL			

10. Standard Industrial Classification Number(s) (SIC Code) or North American Industry Classification System (NAICS Code) for your Company: _____

SECTION B- GROUNDWATER TREATMENT AND DISPOSAL

1. Provide estimated or anticipated discharge information across the construction location. You may use **the Boring Locations** displayed in the **Preliminary Site Investigation (PSI)** or create your own project map with identifiers. If using your own project map, submit with other documents in **Part C**.

Source of Wastewater	Construction Location or Site Identifier	Estimated Batch Discharge Frequency	Estimated Batch Discharge Duration (hours)	Estimated Amount Discharged (gal)
Groundwater				
Groundwater				
Groundwater				
Groundwater				
Groundwater				
Groundwater				

2. If Construction sites need to be Dewatered, are you prepared or experienced ☐ Yes ☐ No
- a. Provide a description of Dewatering practices and pumping rates that would be used for the following hypothetical amounts:
- i. 500 gpd _____

- ii. 1,500gpd

- iii. 5,000gpd _____

- iv. 10,000 gpd _____

3. You will be required to monitor the flow of discharge per batch. Do you have access to an **effluent flow meter**? ☐ Yes ☐ No
4. If no, do you have personnel capable of documenting flow by manual means? ☐ Yes ☐ No
- a. Describe the means used to log or calculate discharge flow:

5. Sites with encountered groundwater will need appropriate **Pretreatment** of the groundwater onsite before discharge to sanitary sewer. Treatment methods may include sediment settling/sediment filtration practices or Activated Carbon Filtration to mitigate USEPA Priority Pollutant Organics and meet Local Limits.
- a. Do you have access to equal or similar pretreatment equipment? ☐ Yes ☐ No
- b. Do you have dedicated personnel to oversee the operation and monitoring of equipment? ☐
Yes ☐ No
- c. If applicable, Name of certified Class K operator for pretreatment system:

- d. Provide a **brief description of the pretreatment system** and products you intend to use to meet these requirements. Specify anticipated pumping rate and sizing of equipment. Provide reasoning for any changes from spec sheet:

- e. Is the proposed onsite treatment system stationary or mobile?

- f. Does your proposed system have backwash capability? ☐ Yes ☐ No

- g. Does your proposed system have recirculatory capability? ☐ Yes ☐ No

- h. Does your proposed system utilize a holding tank or frac tank before or after filtration?

☐ Yes ☐ No If Yes, specify. If No, how will influxes be handled?

6. Treated groundwater will need to meet permitted monitoring requirements. Testing will be performed on a daily or per batch basis. **Onsite testing** will include:

- i. Turbidity/TSS testing
- ii. pH testing
- iii. composite/grab sampling for metals and other pollutants

- a. Do you have trained personnel or team members capable of executing and managing testing and reporting requirements? ☐ Yes ☐ No

- b. Does your pretreatment system allow for sampling access post filtration? ☐ Yes ☐ No

SECTION C – CONSTRUCTION OPERATION

1. Submit a **Site Plan** showing:
 - General location of dewatering activities and specific dewatering practices used
 - Anticipated placement of piping, pumps, or wells used for dewatering during construction
 - Location of Pretreatment equipment and layout
 - Proposed sampling locations for treated groundwater,
 - Proposed discharge location into sanitary sewer,
 - Location of Holding/Storage Tanks, sediment beds or bag placement
 - Location of possible bulk chemical storage areas
2. Submit **Pretreatment Equipment Specifications**
3. Submit a **Schematic Flow Diagram** that details the **flow of groundwater through dewatering and treatment components to wastewater discharge** from the start of the activity to its completion, showing all unit processes.
4. List of all environmental control permits held by which discharge occurs. Attach additional sheets if necessary.

PERMITTING AGENCY & AGENCY BRANCH

IDENTIFYING

IF APPLICABLE (USEPA OR IEPA)

PERMIT TYPE

NUMBER

SECTION D - CERTIFICATION

Note to Signing Official: In accordance with the City's Sewer Use Ordinance, information and data provided in this application which identify the nature and frequency of discharge shall be available to the public without restriction. Request for confidential treatment of other information shall be governed by procedures specified in Section 8-9-7(C) of said Ordinance. Should a discharge permit be required for your facility, the information in this application will be used to issue a permit.

1. **For Existing Users: We certify that the applicable National Pretreatment Standards as identified in this application**

☐ Are being met on a consistent basis

☐ Are not being met on a consistent basis

For First Time Applicants: ☐ Not Applicable

2. We have personally examined and are familiar with the information submitted in this application, and we hereby certify under penalty of law that this information was obtained in accordance with applicable requirements. Moreover, based on our inquiring of those individuals immediately responsible for obtaining the information reported herein, we believe that the submitted information is true, accurate and complete. We are aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. (See 1/28/81 Federal Register, Section 403.12(k) for information on signatory.)

Qualified Professional: (optional)

Name: _____

Signature: _____

Title: _____

Date: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____



City of East Moline
915 16th Ave.
East Moline, IL 61244

SECTION D - SUBMITTAL

Submit Application and all requested documents to mcarr@eastmoline.com

Submit hard copies to:

Attn: Meghan Carr
City of East Moline
Pretreatment Controller
101 19th Street
East Moline, IL 61244

Any questions/concerns call **Meghan at 309-281-0822** or email mcarr@eastmoline.com

Mobile Treatment System Portable Activated Carbon Pretreatment Trailer (Liquid Phase)



Estimated Specifications for System of 100 gpm

Holding Tank (recommened)

- Mini Frac Tank
 - Min 5,000 gal
 - Max 10,000 gal

Pre-Filtration / Sediment removal

- (2) Dual Bag Filter Vessels
 - 304 or 316 Stainless Steel or Epoxy-Coated Carbon
 - Size #2 High-Flow Bag Filter Housing
 - Max flow 180 gpm per vessel
 - 100-150 PSI design pressure
 - Parallel operation or lead/lag
 - Rec Primary bag filter: 25-50 microns
 - Rec Secondary bag filter 5-10 microns
 - Connection size (per model)



Carbon Filtration

- (2) Dual Activated Carbon Vessels
 - steel or Fiberglass
 - Range of 42" to 48" diameter common for flow 100gpm
 - Series Lead/Lag configuration
 - Must hold between 1,000 to 2,000 lbs carbon capacity per vessel (30 to 50 cubic feet)
 - Flanged inlet/outlet range between 2"- 4" (per selected model)
 - Empty Bed Contact Time (EBTC) 7.5-10 min (for 100gpm standard)



Carbon Media

- Liquid Phase 8 X 30 mesh or 12 X 40 Virgin Activated Granular Carbon (GAC)
 - Removal of organics (VOCs) and heavy metals (mercury)
 - Coal-Based Min. Iodine # 850-1,000 or (sulfur impregnated min iodine # 800)



Pump

- End suction centrifugal pump (self priming preferred)
 - 100 gpm (duty point)
 - Backwash capability or secondary pump if needed
- Sizing will depend on Total Dynamic Head (TDH) to account for:
 - Pre-filter drop: 2–5 PSI (clean) to 15 PSI (dirty).
 - GAC bed drop: 5–10 PSI (per vessel detailed by model data sheet)
 - Piping/Hose losses: 5–10 PSI

Piping

- Piping size is selected to maintain appropriate empty bed contact time (EBCT) and minimize pressure drop (per selected filtration equipment)
 - 2 to 3-inch piping manifold recommended for 100 gpm system
 - PVC sch 40 or 80
 - Multiport Backwash control valves
 - Bypass valves recommended
- Water suction, drain hose, and camlock fittings must be compatible with the corresponding equipment

Monitoring & Sample points

- (3) Pressure gauges 0-100 PSI
 - One at inlet, one between the bag filters and GAC vessels, and one at the system outlet or on in/out of every vessel
 - Differential Pressure Switches recommended for bag filters
- (3) GAC Breakthrough (spent carbon) sample taps
 - 1/4" stainless steel ball valves before GAC vessel, between lead/lag GAC, After final GAC vessel
- (1) Flow meter
 - Digital (ultrasonic) or Manual (paddle wheel)

Trailer

- Tandem-axle utility or enclosed trailer (7,000–10,000 lbs GVWR depending on equipment weight).

Resources:

Turnkey Rentals or Individual Equipment Purchase

[Home | Flotation \(CAST system\)](#)

<https://www.h2ktech.com/stock-rental-equipment-h2k/>

<https://www.global-env.com/equipment-rental/water-treatment-trailer-mwt-2k2>

[Mobile Water Treatment | Remediation Equipment](#)

<https://www.enviromark.com/environmental-services/>

<https://shop.prmfiltration.com/>

[Dewatering Solutions | Clear Creek Systems](#)

[Non-Potable Water Treatment Rentals | Newterra](#)

<https://www.unitedrentals.com/marketplace/equipment/pumps-tanks-filtration/filtration-specialty-media>

Route	Marked Route	Section Number
MUN 0028	Bend Boulevard	22-00159-04-PV
Project Number	County	Contract Number
VI5U (891)	Rock Island	85781

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

	04/08/2026
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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.

East of Mississippi Parkway (3rd St), through a targeted redevelopment area, to a new intersection with 7th St north of 12th Ave.

Section 25, Township 18N, Range 1W of the 4th principle meridian.

Latitude = 41.52098, Longitude = -90.44842

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

The proposed improvements consists of construction of new pavement, curb & gutter, stormwater management systems, multi-use paths, and new street lighting. Improvements also include landscaped areas for infiltration and ADA compliant crosswalk at the new intersection.

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).

The project will be constructed in two stages to allow traffic for the two commercial businesses currently operate along the project corridor near 7th Street. Soil disturbing activities will include the removal of existing concrete pads and pavement, and placement of new pavement, curb & gutter, multi-use path, and storm sewers. Proposed landscaping areas will also be constructed. Pavement slopes are relatively flat, longitudinally not exceeding 2.08% with multi-use path/landscape cross slopes in general at 1.5%.

4. The total area of the construction site is estimated to be 9.5 acres.

5. The total area of the site estimated to be disturbed by excavation, grading or other activities is 9.2 acres.

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

0.55

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

No bare soils are present within the project and minimal existing vegetative areas. Construction activity will expose soils, but existing slopes within the project area are flat and not susceptible to erosion.

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.

Orthents, loamy, undulating (802B)

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

City of East Moline

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.

Runoff from the Bend Boulevard project area drains to East Moline's storm sewer system and will ultimately flow to the Mississippi River. The Mississippi River is not listed as a Biologically Significant Stream by IDNR.

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: N/A

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)
N/A	

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

N/A

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
----------------	------

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

N/A

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

N/A

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):

- | | |
|---|---|
| ☒ Mulch | ☐ Preservation of existing vegetation |
| ☒ Erosion Control Blanket | ☐ Temporary Turf Cover Mixture (Class 7) |
| ☐ Turf Reinforcement Mat | ☐ Permanent seeding (Class 1-6) |
| ☒ Sodding | ☐ Other (Specify) _____ |
| ☒ Geotextile fabric | ☐ Other (Specify) _____ |
| | ☐ Other (Specify) _____ |

2. Sediment Control:

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

- | | |
|---|---|
| ☐ Ditch Checks | ☒ Perimeter Erosion Barrier |
| ☒ Inlet and Pipe protection | ☐ Rolled Excelsior |
| ☐ Hay or Straw bales | ☐ 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:

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

Underdrains

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.

N/A

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

Vegetated areas such as trees, plantings, and sodded surfaces help slow runoff, promote infiltration, and reduce runoff volumes and velocities.

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)

N/A

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

Concrete truck washouts and BMPs shall be provided and maintained by the Contractor. No concrete truck washout will be allowed to occur into any storm water conveyances.

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

Inlet and Pipe Protection: the frequency of inlet filter/barrier inspections shall be as described above. Inlet filters/barriers shall be cleaned in accordance with the manufacturer specifications to remove and dispose of collected sediments and debris. If protective measures cannot be cleaned to the satisfaction of the Engineer or are damaged, they shall be replaced by the Contractor.

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.



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
MUN 0028	Bend Boulevard	22-00159-04-PV
Project Number	County	Contract Number
VI5U (891)	Rock Island	85781

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

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

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

- ☐ Contractor
☐ Sub-Contractor

Signature	Date		
Print Name	Title		
Name of Firm	Phone		
Street Address	City	State	Zip Code
		IL	61602

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

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

City of East Moline

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

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004
Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

PROJECT LABOR AGREEMENT (PLA) (PENDING APPROVAL)

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

This project will be bid and constructed in abidance with the terms and conditions of the Illowa Construction Labor and Management Council's IMPACT Memorandum of Understanding. All contractors will submit bids based upon these terms and shall require all subcontractors to adhere to the same. A copy of the IMPACT Agreement applicable to this project is available from the Illowa Construction Labor and Management Council, 2112 53rd Street, Moline, Illinois, 61265, (563-940-6094) and is also included herein as part of this special provision.

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

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

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

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

**ILLOWA CONSTRUCTION
LABOR AND MANAGEMENT COUNCIL**

IMPACT™

MEMORANDUM OF UNDERSTANDING

For construction of facilities located within the nine (9) county areas of Illinois and Iowa and represented by the Illowa Construction Labor and Management Council. These counties are Rock Island, Henry, Mercer, Knox, Warren and Henderson in Illinois and Muscatine, Scott and Clinton in Iowa.

This Memorandum of Understanding is between the signatory parties as listed on the signature page herein and has been developed in a mutually satisfactory manner to better service the needs of the construction consumer and to give the consumer the best overall value for their construction dollar.

In an effort to assure any client of our signatory employers that there is a sincere effort to efficiently address the construction needs of a project, **the signatories to this document will provide the following:**

1. Increased productivity through the employment of craftsmen who have either completed an accredited apprenticeship program or are currently registered in such a program and are under the direct supervision of a certified trained craftsman.
2. Work stoppages, job disruptions or strikes will not occur for any reason on any project site covered by this **IMPACT** Agreement. Any economic disputes will be handled in accordance with the provisions of Article XIV.
3. All parties shall follow all recognized ethical standards and procedures in soliciting bids and performing all work.
4. A pre-construction meeting as outlined in Article V, shall be scheduled for each **IMPACT** project.
5. The unions and contractors agree to abide by all Federal, State and Local safety regulations as they apply to the construction process

ARTICLE I

RECOGNITION

It is agreed between the Unions and the Illowa Construction Labor and Management Council or any other signatory employer that this Memorandum of Understanding is applicable to any construction project within the geographical jurisdiction of the Illowa Construction Labor and Management Council, when said project is assigned and signed for by the owner as an **IMPACT** Project.

1. The owner recognizes the unions herein as duly constituted for the purpose of bargaining collectively and administering this memorandum for the members affiliated with the various international unions.
2. All Contractors and/or Contractors acting as Construction Managers shall be signatory and bound by the applicable local collective bargaining agreement(s) with the appropriate Tri-City Building and Construction Trades Council local union affiliated with the AFL-CIO. Any conflict between the terms of this Agreement and any local collective bargaining agreements, this Agreement shall govern.
3. When public funding is provided for a project, the owner will follow its normal bidding procedures and will include as a condition of the bid, that any bidder must be willing to sign a project specific agreement with the respective craft or be a craft user.

ARTICLE II

NON-DISCRIMINATION

The unions and the employer agree to abide by all executive orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

ARTICLE III

SCOPE OF WORK

1. This memorandum covers all work assigned by the owner and/or Construction Manager to the contractor and performed by the employees of the contractors covered by this memorandum.
2. The unions and the contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein. All subcontracting of work covered by this memorandum shall be limited to contractors signatory to this memorandum.

This Memorandum of Understanding shall apply only to those projects set forth herein:

OWNER: City of East Moline
PROJECT: Greater Downtown Revitalization – Bend Boulevard Extension
LOCATION: Bend Boulevard from Mississippi Parkway to 7th Street
BID DATE: July 31, 2026

ARTICLE IV

PRE-CONSTRUCTION MEETING

In order to assure that all parties have a clear understanding of the construction project, IMPACT Agreement, and to promote labor and management cooperation, a pre-construction meeting shall be held with all signatory parties and the general contractor or construction manager prior to the start of the project. The general contractor or construction manager will discuss the scope of work, schedule, and specifications of the construction project.

MANDATORY pre-construction meeting outline:

- A. The Tri-City Building and Construction Trades Council and the Illowa Construction Labor & Management Council shall schedule a pre-construction meeting with the general contractor or construction manager. A notice stating the date, time and location of this conference will be sent to all crafts having jurisdiction on the project.
- B. Representatives of the general contractor or construction manager and Tri-City Building Trades Council will meet to discuss all aspects of construction, including the scope of work, schedules, jurisdiction, and all subcontractors participating in the construction project. All work assignments will adhere to prevailing trade agreements and local practices in the best interest of the project owner.

ARTICLE V

UNION REPRESENTATIVE

Local union business representatives shall be granted reasonable access to projects, subject to contractor and owner regulations.

ARTICLE VI

WAGES & BENEFITS

Wage rates and payment of same shall be as set forth in the current labor agreement of the affiliated local union performing the work.

ARTICLE VII

HOLIDAYS

For the purpose of uniformity, the following holidays shall be observed and, if worked, shall be paid at the rate of double time: New Year's Day, Memorial Day (as provided by federal law), July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. When New Years Day, July 4th, or Christmas Day fall on a Saturday or Sunday the holiday will be observed on Friday or Monday as recognized by the federal government.

ARTICLE VIII

SUPERVISION

The designation, appointment and determination of the number of foremen/women and/or general foremen/women is the sole responsibility of the contractor.

ARTICLE XV

WORK HOURS PER DAY

Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, inclusive, shall constitute a week's work. The regular starting time shall be seven (7) o'clock a.m. and the regular quitting time shall be Three-thirty (3:30) o'clock p.m.; lunch time shall be twelve (12) o'clock noon to twelve-thirty (12:30) o'clock p.m.

By mutual consent of the company and the union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

When so required, multiple shifts of eight (8) hours may be worked. Any shift premiums will be paid based on each respective crafts collective bargaining agreement. A thirty (30) minute lunch period shall be mutually agreed upon by the job superintendent and the union representative and shall not be considered as time worked. Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work under this memorandum.

All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time-and-one-half. All work commencing with the beginning of the established work day on Sundays and/or holidays shall be paid at the rate of double time.

ARTICLE X

SAFETY

The employees covered by the terms of this memorandum shall at all times, while in the employ of the company, be bound by the safety rules and regulations as established by the owner,

company, applicable local or area collective bargaining agreement or applicable safety laws.

ARTICLE XI

APPRENTICES

Apprentice ratios shall be as provided in each respective craft's local labor agreement.

The unions agree that there may be times when the apprentice ratios may need to be adjusted to meet the needs of the owner, and agree that when such a need does arise, the unions and the contractor will negotiate such ratios on an as needed basis.

ARTICLE XII

HIRING AND TRANSFER OF EMPLOYEES

The contractor agrees to hire employees within the local union's geographic jurisdiction where work is being performed or is to be performed in accordance with the hiring procedure existing in the territory where the work is being performed. In addition, the contractor shall have the right to move foremen/women between jobs and/or local union jurisdictions. If a local union is unable to fill the request of the contractor for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays, and holidays excepted), the contractor may employ employees from any source.

ARTICLE XIII

LOCKOUT OR WORK STOPPAGE

During the term of this Memorandum of Understanding, there shall be no lockout by the company and no work stoppages by the unions. Any employer signatory to this Memorandum of Understanding, shall work through any economic dispute and shall, upon completion of the negotiations, comply with any changes in the new agreement.

ARTICLE XIV

MANAGEMENT CLAUSE

In the exercise of its functions of management, the contractor shall have the right to:

1. Plan, direct and control the operation of all his/her work.
2. Hire employees and supervision.
3. Direct the workforce; assign employees and supervision to their jobs.
4. Discharge, suspend or discipline employees and supervisors for just cause.
5. Transfer, promote or demote employees and supervision.

6. Lay off employees and supervision because of lack of work or for other legitimate reasons.
7. Require employees and supervision to observe the contractor's rules and regulations not inconsistent with this memorandum.
8. Regulate the use of all equipment and other property of the contractor; decide the amount of equipment to be used, and the number of employees needed.
9. Shall be free to contract work anywhere and shall decide the methods of work and the source from which material and equipment is obtained.

The contractor will not use these rights for the purpose of discrimination against any employee.

ARTICLE XV

ADMINISTRATIVE PROCEDURES

Extensions of the Memorandum of Understanding shall be on a location-to-location basis and shall be sought for each location. Owners and Contractors awarding work to a sub-contractor must be sure that the sub-contractor has and will comply with this Memorandum of Understanding and be in possession of it with permission to utilize it at the start of the project.

In the event that the bidding contractors, after contacting suggested specialty contractors, are unable to receive at least two competitive bids, the bidding contractors, after notifying the respective trade representative, will be allowed to use the service of any bidder that is willing to sign a project specific agreement with the respective craft.

In the event that a particular project has any unique or specialty work operations not normally performed by contractors or sub-contractors in the Illowa Construction Labor and Management Council's geographic area then the requirement of a responsible sub-contractor to make application for this Memorandum of Understanding and be in possession of same may be waived by mutual consent of all parties involved in the particular work operation.

ARTICLE XVI

ENFORCEMENT

Owners and Contractors grant and authorize the Illowa Construction Labor and Management Council to take the necessary measures to enforce the terms of this Agreement.

ARTICLE XVII

DURATION OF AGREEMENT

This Memorandum of Understanding becomes effective on _____ and shall continue in effect until the particular project has been completed. Changes may be made at any time by mutual written consent.

ARTICLE XVIII

GENERAL SAVINGS CLAUSE

Any provisions in this memorandum which are in contravention of any federal, state, local or county regulations or laws affecting all or part of the limits covered by this memorandum shall be suspended in operation within the limits to which such laws or regulations are in effect.

Such suspension shall not affect the operation of any such provisions covered by this memorandum, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the memorandum within the limits to which such law or regulation is applicable.

**ILLOWA CONSTRUCTION LABOR
AND MANAGEMENT COUNCIL**

OWNER

Co-Chairman -- Labor

Name/Title

Co-Chairman -- Management

GENERAL CONTRACTOR

Name/Title

DATE: _____

PLA Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on Contract No. 85781, this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement (IMPACT Memorandum of Understanding) established and entered into by the City of East Moline in connection with said Project.

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

(Authorized Company Officer)

(Company)

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

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

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

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

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

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

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

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 4.

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

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

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

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

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.06 Finishing and Maintenance. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.07 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.”

Add the following to Section 1004 of the Standard Specifications:

“1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

(c) Gradation.

(1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
	8”	6”	4”	2”	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10.”

Add the following to Article 1031.09 of the Standard Specifications:

“(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.”

80274

BUILDING REMOVAL (BDE)

Effective: September 1, 1990

Revised: August 1, 2022

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

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
1	08-25-100-015	135 ft west of 7th Street approx. Sta. 49+15	13' x 9' gate building

CONSTRUCTION REQUIREMENTS

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

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

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

NO TRESPASSING
VIOLATORS WILL BE PROSECUTED

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

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

Basis of Payment. This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL NO. 1.

5053I

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

Effective: January 1, 2025

Revised: January 1, 2026

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) Cement 1001”

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

“(i) Ground Granulated Blast Furnace (GGBF) Slag 1010”

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) Cement 1001”

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 Article 606.02(h) of the Standard Specifications to read:

“(h) Fibers (Note 1)1014”

Revise Note 1 in Article 606.02(h) of the Standard Specifications to read:

“Note 1. Fibers, when required, shall only be used in the concrete mixture for slipform applications.”

Revise the third paragraph in Article 606.10 of the Standard Specifications to read:

“Welded wire fabric shall be 6 x 6 in. (150 x 150 mm) mesh, #4 gauge (5.74 mm), 58 lb (26 kg) per 100 sq ft (9 sq m).”

Revise Article 1001.01(d) of the Standard Specifications to read:

“(d) Rapid Hardening Cement. Rapid hardening cement shall be according to the Bureau of Materials Policy Memorandum “Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants”, and ASTM C 1600, Type URH, Type VRH, or Type RH-CAC. It shall be used according to Article 1020.04 or when approved by the Engineer. The Contractor shall submit a report from the manufacturer or an independent lab that contains results for testing according to ASTM C 1600 which shows the cement meets the requirements of either Type URH, Type VRH, or Type RH-CAC. Test data shall be less than 1 year old from the date of submittal.

Revise Article 1001.01(e) of the Standard Specifications to read:

“(e) Other Cements. Other cements shall be according to the Bureau of Materials Policy Memorandum “Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants”, and ASTM C 1157 or ASTM C 1600, as applicable. Other cements shall be used according to Article 1020.04 or when approved by the Engineer. For cements according to ASTM C 1157, the Contractor shall submit a report from the manufacturer or an independent lab that contains results of tests which shows the cement meets the requirements Type GU, HE, MS, MH, or LH. For cements according to ASTM C 1600, the Contractor shall submit a report from the manufacturer or an independent lab that contains results of tests which shows the cement meets the requirements Type MRH or GRH. Test data shall be less than 1 year old from the date of submittal.”

Revise Article 1002.02 of the Standard Specifications to read:

“**1002.02 Quality.** Water used with cement in concrete or mortar and water used for curing concrete shall be clean, clear, and free from sugar. In addition, water shall be tested and evaluated for acceptance according to one of the following options.

OPTION 1.

(a) Acceptable limits for acidity and alkalinity when tested according to ITP T 26.

- (1) Acidity -- 0.1 Normal NaOH 2 ml max.*
 - (2) Alkalinity -- 0.1 Normal HCl..... 10 ml max.*
- *To neutralize 200 ml sample.

(b) Acceptable limits for solids when tested according to the following.

- (1) Organic (ITP T 26) 0.02% max.
- (2) Inorganic (ITP T 26)..... 0.30% max.
- (3) Sulfate (SO₄) (ASTM D 516-82) 0.05% max.
- (4) Chloride (ASTM D 512) 0.06% max.

(c) The following tests shall be performed on the water sample and on deionized water. The same cement and sand shall be used for both tests.

- (1) Unsoundness (ASTM C 151).
- (2) Initial and Final Set Time (ASTM C 266).
- (3) Strength (ASTM C 109).

The test results for the water sample shall not deviate from the test results for the deionized water, except as allowed by the precision in the test method.

OPTION 2. Water shall meet the requirements ASTM C 1602 Tables 1 and 2 as outlined in Sections 5.1, 5.2, and 5.4.”

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 (Na₂O + 0.658K₂O) 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 (Na₂O + 0.658K₂O) 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.”

Add the following Section to the Standard Specifications.

“SECTION 1014. FIBERS FOR CONCRETE

1014.01 General. Fibers used in concrete shall be Type II or Type III (polyolefin or carbon) according to ASTM C 1116. The testing required for Type II fibers or Type III polyolefin fibers shall be performed by an independent lab a minimum of once every five years, and the test results provided to the Department. Manufacturers of Type III carbon fibers shall provide materials certification documentation not more than 6 years old a minimum of once every 5 years to the Department. The Department will maintain a qualified product list. The method of inclusion of fibers into concrete mixtures shall be according to the manufacturer’s specifications.

At the discretion of the Engineer, the concrete mixture shall be evaluated in a field demonstration for fiber clumping, ease of placement, and ease of finishing. The field demonstration shall consist of a minimum 2 cu yd (1.5 cu m) trial batch placed in a 12 ft x 12 ft (3.6 m x 3.6 m) slab.

1014.02 Concrete Gutter, Curb, Median and Paved Ditch. Fibers shall be Type III. Fibers shall have a minimum length of 1/2 in. (13 mm) and a maximum length of 0.75 in. (19 mm). The maximum dosage rate in the concrete mixture shall not exceed 1.5 lb/cu yd (0.9 kg/cu m). The minimum dosage rate shall be per the manufacturer’s recommendation.

1014.03 Concrete Inlay or Overlay. Fibers shall be Type III. Fibers shall have a minimum length of 1.0 in. (25 mm), a maximum length of 2 1/2 in. (63 mm), and a maximum aspect ratio (length divided by the equivalent diameter of the fiber) of 150. The maximum dosage rate shall not exceed 5.0 lb/cu yd (3.0 kg/cu m). The minimum dosage rate shall be per the manufacturer’s recommendation.

1014.04 Bridge Deck Fly Ash, Ground Granulated Blast Furnace (GGBF) Slag, High Reactivity Metakaolin, or Microsilica (Silica Fume) Concrete Overlay. Fibers shall be Type III. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb / cu yd (1.2 kg/cu m).

1014.05 Bridge Deck Latex Concrete Overlay. Fibers shall be Type II or III. Fibers shall have a minimum length of 0.75 in. (19 mm), a maximum length of 1.75 in. (45 mm), and an aspect ratio (length divided by the equivalent diameter of the fiber) of between 70 and 100. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field

demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb/cu yd (1.2 kg/cu m)."

Add the following Section to the Standard Specifications:

"SECTION 1015. HIGH PERFORMANCE SHOTCRETE

1015.01 Packaged Shotcrete With Aggregate. The packaged shotcrete with aggregate shall be a pre-blended dry combination of materials for the wet-mix shotcrete method according to ASTM C 1480, Type FA or CA, Grade FR, Class I. The fibers shall be Type III according to Article 1014.01. The cement and finely divided minerals in the mixture shall be a minimum 6.65 cwt/cu yd (395 kg/cu m), and the portland cement shall not be below 4.70 cwt/cu yd (279 kg/cu m). Microsilica is required in the mixture and shall be a minimum of 5 percent by weight (mass) of cementitious material, and a maximum of 10 percent. Strength requirements shall be according to ASTM C 1480 except that the strength at 28 days shall be at least 4000 psi (27,500 kPa). Strength testing shall be according to ASTM C 1140. The air content as shot shall be 4.0 – 8.0 percent when tested according to AASHTO T 152, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm).

The packaged shotcrete shall have a water soluble chloride ion content of less than 0.15% by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260.

The testing according to ASTM C 1480, ASTM C 1140, AASHTO 152, and ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Batching and mixing shall be per the manufacturer's recommendations.

1015.02 Packaged Shotcrete Without Aggregate. The packaged shotcrete that does not include pre-blended aggregate shall be according to Article 1015.01, except the added aggregate shall be according to Articles 1003.02 and 1004.02. The aggregate gradation shall be according to the manufacturer. The Department will maintain a qualified product list. Batching and mixing shall be per the manufacturer's recommendations."

Revise Section 1017 of the Standard Specifications to read:

"SECTION 1017. PACKAGED, DRY, COMBINED MATERIALS FOR MORTAR AND CONCRETE

1017.01 Mortar. 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 according to AASHTO T 161. For prestressed concrete applications, the mortar shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM C 387, AASHTO T 161, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results

shall be provided to the Department. The Department will maintain a qualified product list. Mixing of the high-strength mortar shall be according to the manufacturer's specifications.

1017.02 Concrete. The materials, testing, and preparation of aggregate for the "high slump" packaged concrete mixture shall be according to ASTM C 387. The mixture shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). Strength requirements shall be according to ASTM C 387 except that the strength at 28 days shall be at least 4000 psi (27,500 kPa). The "high slump" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.15% by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260. The testing according to ASTM C 387, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing shall be per the manufacturer's recommendations.

1017.02 Self-Consolidating Concrete. The materials, testing, and preparation of aggregate for the "self-consolidating concrete" packaged concrete mixture shall be according to ASTM C 387. The mixture shall be air entrained, it should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). Strength requirements shall be according to ASTM C 387 except that the strength at 28 days shall be at least 4000 psi (27,500 Pa). Slump flow range shall be 22 in. (550 mm) minimum to 28 in. (700 mm) maximum when tested according to AASHTO T 347. The visual stability index shall be a maximum of 1 when tested according to AASHTO T 351. At the option of the manufacturer, either the J-Ring value shall be a maximum of 2 in. (50 mm) when tested according to AASHTO T 347 or the L-Box blocking ratio shall be a minimum of 80 percent when tested according AASHTO T 419. The hardened visual stability index shall be a maximum of 1 when tested according to AASHTO R 81.

The "self -consolidating concrete" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.15 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260.

The testing according to ASTM C 387, AASHTO T 347, AASHTO T 351, AASHTO T 419, AASHTO R 81, ASTM C 1218 and AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing shall be per the manufacturer's recommendations."

Revise Article 1018.01 of the Standard Specifications to read:

"1018.01 Requirements. The rapid hardening mortar or concrete shall be according to ASTM C 928 and shall have successfully completed and remain current with the AASHTO Product Eval and Audit Rapid Hardening Concrete Patching Materials (RHCP) testing program. R1, R2, or R3 concrete shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). For prestressed concrete applications, the mortar or concrete shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260;

and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The Department will maintain a qualified product list. Mixing of the mortar or concrete shall be according to the manufacturer's specifications..”

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. The air content produced by the admixture shall be 15-25 percent when incorporated into Mix 2 or an equivalent mixture as determined by the Department and tested according to AASHTO T 121 or AASHTO T 152. The testing according to AASHTO T 121 or AASHTO T 152 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list.”

Revise the third paragraph of Article 1019.04 of the Standard Specifications to read:

“The Engineer will instruct the Contractor to adjust the proportions of the mix design in the field as needed to meet the design criteria, provide adequate flowability, maintain proper solid suspension, or other criteria established by the Engineer.”

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 Note 9 of Table 1 of Article 1020.04 of the Standard Specifications to read:

“(9) The cement shall be a rapid hardening according to Article 1001.01(d). Minimum or maximum cement factor may be adjusted when approved by the Engineer.”

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 Article 1020.05(b)(5) of the Standard Specifications to read:

“(5) For Class PP-4 concrete, a high range water-reducing admixture, retarder, and/or hydration stabilizer may be used in addition to the air-entraining admixture. The Contractor also has the option to use a water-reducing admixture with the high range water-reducing admixture. An accelerator shall not be used. A mobile portland cement concrete plant shall be used to produce the patching mixture.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, retarder, hydration stabilizer, and/or air-entraining admixture may be used. The accelerator, high range water-reducing admixture, retarder, hydration stabilizer, and/or air-entraining admixture shall be per the Contractor’s recommendation and dosage. The qualified product list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture.”

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 re:source 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.”

Add Article 1021.09 of the Standard Specifications as follows:

“1021.09 Latex Admixtures. The latex admixture shall be a uniform, homogeneous, non-toxic, film-forming, polymeric emulsion in water to which all stabilizers have been added at the point of manufacture. The latex admixture shall not contain any chlorides and shall contain 46-49 percent solids.

In lieu of meeting the requirements of Article 1021.01, the Contractor shall submit a manufacturer's certification that the latex emulsion meets the requirements of FHWA Research Report RD-78-35, Chapter VI. The certificate shall include the date of manufacture of the latex admixture, batch or lot number, quantity represented, manufacturer's name, and the location of the manufacturing plant. The latex emulsion shall be sampled and tested in accordance with RD-78-35, Chapter VII, Certification Program.

The latex admixture shall be packaged and stored in containers and storage facilities which will protect the material from freezing and from temperatures above 85°F (30°C). Additionally, the material shall not be stored in direct sunlight and shall be shaded when stored outside of buildings during moderate temperatures.”

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 ASTM C 1107.

For prestressed concrete applications, the nonshrink grout shall have a water soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride ion content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM 1107, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications.”

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 Article 1103.04 of the Standard Specifications to read:

"1103.04 Mobile Portland Cement Concrete Plants. The mobile concrete plant shall be according to AASHTO M 241 and the Bureau of Materials Policy Memorandum "Approval of Volumetric Mobile Mixers for Concrete". The mixer shall be capable of carrying sufficient unmixed materials to produce not less than 6 cu yd (4.6 cu m) of concrete."

Revise the first two sections of Check Sheet #11 "Subsealing of Concrete Pavements" of the 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/Sections 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 Materials section of Check Sheet #28 "Portland Cement Concrete Inlay or Overlay" of the Recurring Special Provisions to read:

"Materials. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Fibers for Concrete.....	1014
(c) Protective Coat.....	1023.01

Note 1. Class PV concrete shall be used, except the cement factor for central mixed concrete shall be 6.05 cwt/cu yd (360 kg/cu m). A cement factor reduction according to Article 1020.05(b)(8) of the Standard Specifications will be permitted. CA 5 shall not be used and CA 7 may only be used for overlays that are a minimum of 4.5 in. (113 mm) thick. The Class PV concrete shall have a minimum flexural strength of 550 psi (3800 kPa) or a minimum compressive strength of 3000 psi (20,700 kPa) at 14 days.”

80460

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: July 2, 2026

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 1% 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 IL 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.

PLEASE NOTE: As of October 3, 2025, the U.S. Department of Transportation issued an Interim Final Rule requiring all existing DBE and ACDBE certifications to be re-evaluated for social and economic disadvantage without consideration of race or gender. As of March 24, 2026, the ILUCP has completed reevaluation of those firms that submitted required information by January 31, 2026. DBE and ACDBE Certifications appearing in the IL UCP directory as certified have been recertified under the current federal regulations and may be counted for DBE goal credit. DBE and ACDBE firms appearing in this directory as ineligible have not submitted required documentation for reevaluation to date. Ineligible firms cannot currently be counted for DBE goal credit, but HAVE NOT BEEN DECERTIFIED and may still submit documentation to be reevaluated. All firms decertified under the October 3, 2025

Interim Final Rule reevaluation process have been removed from the Directory. Additional information regarding the IFR and the current status of the DBE/ACDBE program can be found at <https://idot.illinois.gov/doing-business/certifications/dbe.html>.

PLEASE BE ADVISED THAT A FIRM THAT IS INDICATED AS INELIGIBLE CANNOT BE USED FOR GOAL CREDIT. IT IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR TO VERIFY THAT ANY FIRM RELIED UPON FOR DBE GOAL CREDIT IN A UTILIZATION PLAN IS CURRENTLY CERTIFIED AND CAN BE COUNTED FOR GOAL CREDIT AT THE TIME OF BID.

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.

80029

EROSION CONTROL BLANKET (BDE)

Effective: August 1, 2025

Revise Article 251.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Compost	1081.05(b)
(b) Mulch	1081.06(a)
(c) Chemical Mulch Binder	1081.06(a)(3)
(d) Chemical Compost Binder	1081.06(a)(4)
(e) Erosion Control Blanket	1081.10(a)
(f) Wildlife Friendly Erosion Control Blanket	1081.10(b)
(g) Wire Staples	1081.10(c)
(h) Wood Stakes	1081.10(d)
(i) Turf Reinforcement Mat	1081.10(e)”

Revise the first and second sentences of Article 251.04 of the Standard Specifications to read:

“251.04 Erosion Control Blanket. All erosion control blanket materials shall be placed on the areas specified within 24 hours of seed placement.”

Revise the second paragraph of Article 251.04 of the Standard Specifications to read:

“After the area has been properly shaped, fertilized (when applicable), and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The erosion control blanket shall be placed according to the manufacture’s recommendations.”

Revise the second sentence of Article 251.06(b) of the Standard Specifications to read:

“Erosion control blanket, wildlife friendly erosion control blanket, and turf reinforcement mat will be measured for payment in square yards (square meters).”

Revise Article 251.07 of the Standard Specifications to read:

“251.07 Basis of Payment. This work will be paid for at the contract unit price per acre (hectare) for MULCH, of the method specified; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, WILDLIFE FRIENDLY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT.”

Revise first sentence of Article 280.04(h) of the Standard Specifications to read:

“This system consists of temporarily installing erosion control blanket or wildlife friendly erosion control blanket over areas that are to be reworked during a later construction phase.”

Revise Article 280.08(g) of the Standard Specifications to read:

“(g) Temporary Erosion Control Blanket. Temporary erosion control blanket will be paid for at the contract unit price per square yard (square meter) for TEMPORARY EROSION CONTROL BLANKET or TEMPORARY WILDLIFE FRIENDLY EROSION CONTROL BLANKET.

The work of removing, storing, and reinstalling the blanket over areas to be reworked more than once will not be paid for separately but shall be included in the cost of the temporary erosion control blanket or temporary wildlife friendly erosion control blanket.”

Revise Article 1081.10 of the Standard Specifications to read:

“**1081.10 Erosion Control Blankets.** The manufacturer shall furnish a certificate with each shipment stating the amount of product furnished and that the material complies with these requirements.

(a) Erosion Control Blanket. Erosion control blanket shall be covered on top and bottom, also known as double net, with a 100 percent biodegradable woven, natural fiber or jute net meeting the following.

Material	Minimum Value
Excelsior	80%
Straw	100%
Coconut or Coir	100% Coconut or Coir
Straw/Coconut or Coir	70% Straw / 30% Coconut or Coir

(b) Wildlife Friendly Erosion Control Blanket. Wildlife friendly erosion control blanket shall be according to Article 1081.10(a) except the netting shall be loose weave, also known as leno weave or gauze weave, with a moveable joint.

(c) Wire Staples. Staples shall be made from No. 11 gauge or heavier uncoated black carbon steel wire, a minimum of 1 in. (25 mm) wide at the top and a minimum overall length of 8 in. (200 mm).

(d) Wood Stakes. Hardwood blanket anchors shall be nominally 7 in. (180 mm) long from neck of hook to tip of anchor. The anchor shall have a minimum 1/2 in. (13 mm) curving hook to hold the blanket in place.

(e) Turf Reinforcement Mat (TRM). The TRM shall be comprised of non-degradable, ultraviolet stabilized synthetic fibers, filaments, netting, and/or wire mesh processed into

a three-dimensional reinforced mat. The mats may include degradable material to assist with vegetation establishment. Soil filled mats will not be allowed.

The TRM shall meet the following physical and performance properties:

Property	Value	Test Method
Tensile Strength, lb/ft (kN/m)	150 (2.19) min.	ASTM D 6818
UV Stability, (% Tensile Retained)	80 min.	ASTM D 4355 (1000 Hour Exposure)
Resiliency, (% Thickness Retained)	80 min.	ASTM D 6524
Allowable Shear Stress, lb/sq ft (Pa) ^{1/}	8 (384)	ECTC approved test method and independent laboratory

1/ Minimum shear stress the TRM (fully vegetated) can sustain without physical damage or excess erosion (> 1/2 in. (13 mm) soil loss) during a 30 minute flow event in large scale testing.

For TRMs containing degradable components, all property values shall be obtained on the non-degradable portion of the matting alone.”

80467

LONGITUDINAL TINING (BDE)

Effective: January 1, 2026

Revised: July 1, 2026

Revise Article 420.09(e) of the Standard Specifications to read:

“(e) Final Finish. Type A final finish shall be used unless Type B is specified.

- (1) Type A. Type A final finish shall be obtained by the use of a carpet drag composed of an artificial turf followed immediately by a mechanically operated metal comb longitudinal tining device.

The artificial turf shall be made of molded polyethylene with synthetic turf blades approximately 0.85 in. (20 mm) long and contain approximately 7,200 individual blades per 1 sq ft (0.1 sq m). The artificial turf shall be attached to a device that will permit control of the time and rate of texturing. The artificial turf carpet shall be full pavement width and of sufficient size that during the finishing operation, approximately 2 ft (600 mm) of carpet in the direction of drag (i.e., parallel to the pavement centerline) will be in contact with the pavement surface over the entire pavement width. The drag shall be operated in a longitudinal direction to produce a uniform appearing finish. If necessary for maintaining contact with the pavement surface, the carpet may be weighted.

The metal comb shall consist of a single line of tempered spring steel tines uniformly spaced at 3/4 in. (19 mm). The tines shall be flat and of a size and stiffness sufficient to produce a groove of the specified dimensions in the plastic concrete without tearing of the pavement surface. The mechanically operated metal comb shall be either an exclusive piece of equipment which is mechanically self-propelled or shall be combined with the curing equipment. The artificial turf carpet drag may be attached to this piece of equipment provided a surface texture is produced satisfactory to the Engineer. The tining device shall be operated to produce a pattern of grooves, 1/8 to 3/16 in. (3 to 5 mm) deep and 1/10 to 1/8 in. (2.5 to 3 mm) wide along the pavement in a single pass. The tining shall be operated parallel to the longitudinal joint or edge of pavement and shall not deviate more than 1 in. (25 mm) in 25 ft (8 m). Tining shall be withheld 1 to 1 1/2 in. (25 to 38 mm) from a longitudinal joint or pavement edge.

Hand tining or tining with a mechanically operated comb combined with the curing equipment specified in Article 1101.09 will be permitted where the specifications permit hand finishing or screeds, one lane construction up to 16 ft (5 m) wide, gaps, projects with a net length of 1/2 mile (800 m) or less, and where the production rate on any paving day will be less than 1,500 cu yd (1200 cu m) per day. A foot bridge shall be provided for the hand tining operation for all pavement over 12 ft (3.6 m) wide, unless it can be demonstrated that an alternate texturing operation produces satisfactory results.

- (2) Type B. Type B final finish shall be obtained by the use of a single artificial turf drag. The artificial turf shall conform and be operated according to the requirements for Type A finish, except this device shall be attached to a separate piece of equipment used expressly for the texturing operation.

If the concrete is being placed by hand pouring and the slump is greater than 2.5 in. (63 mm), a broom finish may be applied transversely to the pavement centerline, in lieu of an artificial turf drag. The texturing operation shall be executed so that the surface is uniform in appearance and free from rough and porous spots, irregularities, and depressions.”

80477

PAVEMENT PATCHING (BDE)

Effective: August 1, 2025

Revise the first sentence of the last paragraph of Article 442.06(a)(2) of the Standard Specifications to read:

“Type IV patches shall be reinforced with welded wire reinforcement according to the details shown on the plans.”

Revise Article 442.06(a)(3) of the Standard Specifications to read:

“(3) Class C Patching. Patches adjacent to a new lane of pavement, new portland cement concrete shoulder, or new curb and gutter of more than 20 ft (6 m) in length shall be tied with No. 6 (No. 19) tie bars, 24 in. (600 mm) long, embedded 8 in. (200 mm) at 36 in. (900 mm) centers according to Article 420.05(b).

When the patched pavement is not to be resurfaced, transverse contraction joints shall be formed on 15 ft (4.5 m) to 20 ft (6 m) centers by sawing in all patches that are more than 20 ft (6 m) in length. They shall be placed in line with joints or cracks in the existing slab whenever possible.”

Revise the eighth paragraph of Article 442.11 of the Standard Specifications to read:

“Pavement tie bars for patches will be paid for at the contract unit price per each for TIE BARS, of the diameter specified.”

80468

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2026

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 fourth paragraph of Article 669.10 of the Standard Specifications.

"Regulated substances monitoring will be measured for payment per calendar day, where 4 or more hours of monitoring activities is defined as 1.0 calendar day and less than 4 hours of monitoring activities is defined as 0.5 calendar day."

Revise the second paragraph of Article 669.11 of the Standard Specification to read:

"Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day for REGULATED SUBSTANCES MONITORING. In no case will more than 1.0 calendar day be paid on a given calendar day."

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

Revised: July 1, 2026

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 brevipilla</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) 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)	1 (1) 10 (10)

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>Pychanthemum 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/ In Districts 1 through 6, the planting times shall be April 15 to June 15 and September 15 to November 1. In Districts 7 through 9, the planting times shall be April 1 to June 1 and October 15 to December 1. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. The guarantee shall be submitted to the Engineer in writing prior to performing the work. 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/ Planting times shall be April 15 to June 15 and October 1 to December 1. 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 KNO₃ 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

SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025

Revised: January 1, 2026

Add Article 720.02(c) of the Standard Specifications to read:

“(c) Aluminum Epoxy Mastic 1008.03”

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.”

Revise the first sentence of the tenth paragraph of Article 720.03 of the Standard Specifications to read:

“The backs of all sign panels shall be marked in a manner designed to last as long as the sign face material, in letters and numerals at least 3/8 in. (9.5 mm) but no more than 3/4 in. (19 mm) in height with the month and year of manufacture, the name of the sign manufacturer, the name of the sign sheeting manufacturer, the method of manufacture (“screened”, “EC film”, “direct applied”, or “digital print”), and the initials IDOT.”

Revise the first sentence of the fourth paragraph of Article 1091.03(a)(10) of the Standard Specifications to read:

“Transparent colors screened, or transparent acrylic electronic cutting films, or digital printing on white sheeting, shall meet the minimum initial coefficient of retroreflection values of the 0.2 degree observation angle, -4.0 degree entrance angle values as listed in the previous tables for the color being applied.”

Add the following after the fourth paragraph of Article 1091.03(a)(10) of the Standard Specifications:

“Digitally printed signs shall be produced using digital print technologies and ink systems, products and processes that comply with the sheeting manufacturer’s recommendation. The digitally printed signs shall be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlamine shall comply with the sheeting manufacturer’s recommendations to ensure proper adhesion and transparency.”

Add the following after the third paragraph of Article 1106.01 of the Standard Specifications:

“Digitally printed signs may omit protective overlay film.”

80462

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Revised: January 1, 2026

Revise the third through ninth paragraphs of Article 106.01 of the Standard Specifications to read:

“Articles, materials, and supplies shall be classified into only one of the following categories.

- (a) Iron and Steel. All iron and steel products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by the Department. The Contractor shall obtain from the iron or steel producer and/or fabricator, in addition to the mill analysis, a certification that all iron or steel materials meet these domestic source requirements.

The applications of all coatings, epoxy, galvanizing, painting, etc. to iron and steel products shall be domestically applied.

- (b) Manufactured Products. Manufactured products shall include articles, materials or supplies that have been processed into a specific form or shape; or have been combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products incorporated into the work shall have the final assembly for the manufacturing process occur domestically.

A manufactured product may include components that are construction materials, iron or steel products, or exempt materials.

Precast concrete products and intelligent transportation systems (ITS) or other electronic hardware systems shall comply with the requirements of Article 106.01(a) in addition to the requirements of manufactured products.

- (c) Construction Materials. All manufacturing processes for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply consisting of only one of the following.

- (1) Non-ferrous metals;

- (2) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

- (3) Glass (including optic glass);

- (4) Fiber optic cable (including drop cable);

- (5) Optical fiber;

(6) Lumber;

(7) Drywall;

(8) Engineered wood.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(d) Exempt Materials. Materials exempt from domestic production requirements are cement or cementitious materials, aggregates, aggregate binding agents or additives, or items not permanently incorporated into the work. Exempt materials may be combined with other materials into a final form to produce a manufactured product.”

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 – FEDERAL AID CONTRACT (BDE)

Effective: April 1, 2026

If the prevailing rate of wages published by the Illinois Department of Labor (IDOL) is equal to or greater than the prevailing wage determination by the United States Secretary of Labor for the same locality for the same type of construction used to classify the federal construction project, the requirements of the Illinois Prevailing Wage Act (820 ILCS 130) shall apply, including the “ILLINOIS PREVAILING WAGE ACT” section below. If not, only the requirements of the Davis-Bacon Act shall apply, including the “DAVIS-BACON ACT” section below.

DAVIS-BACON ACT. 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.”

ILLINOIS PREVAILING WAGE ACT. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

- (1) Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.

(2) Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, and the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employer and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

(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 Certified Transcript of Payroll Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://labor.illinois.gov>. 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.

(4) Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

SURFACE TESTING OF PAVEMENTS – IRI (BDE)

Effective: January 1, 2021

Revised: January 1, 2023

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

Hot-Mix Asphalt (HMA) Overlays

Add the following to Article 406.03 of the Standard Specifications:

"(n) Pavement Surface Grinding Equipment.....1101.04"

Revise Article 406.11 of the Standard Specifications to read:

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

(a) Test Sections.

- (1) High-Speed Mainline Pavement.** High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement.** Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement.** Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.

- a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
- b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
- c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
- d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
- e. Variable width pavements;
- f. Side street returns, to the end of radius return;
- g. Crossovers;
- h. Pavement connector for bridge approach slab;
- i. Bridge approach slab;
- j. Pavement that must be constructed in segments of 600 ft (180 m) or less;
- k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
- l. Turn lanes; and
- m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

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

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
- (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
 - a. MRI_o . The MRI of the existing pavement prior to construction.
 - b. MRI_i . The MRI value that warrants an incentive payment.

- c. MRI_F . The MRI value that warrants full payment.
 - d. MRI_D . The MRI value that warrants a financial disincentive.
- (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
- (7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial subplot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole subplot. Partial sublots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.
- (b) Corrective Work. Corrective work shall be completed according to the following.
- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than MRI_D , including ALR, shall be corrected to reduce the MRI to the MRI_F , or replaced at the Contractor's option.
 - (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.
 - (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

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

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

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

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

For pavement that is replaced, assessments will be based on the MRI determined after replacement.

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

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

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

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

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

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

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

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

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

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

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

Revise Article 407.09 of the Standard Specifications to read:

“407.09 Surface Tests. The finished surface of the pavement shall be tested for smoothness

according to Article 406.11, except as follows:

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

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

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

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

Portland Cement Concrete Pavement

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

Removal of Existing Pavement and Appurtenances

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

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

General Equipment

Revise Article 1101.04 of the Standard Specifications to read:

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

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

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

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

Revised: September 2, 2021

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 4. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

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

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

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

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

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

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

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

20338

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

80439

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: 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 WIDTH RESTRICTION (BDE)

Effective: July 1, 2026

Revise the second paragraph of Article 701.06 of the Standard Specifications to read:

“Where the clear width through a work zone will be 17.5 ft (5.34 m) or less, the Contractor shall notify the Engineer at least 21 days in advance of implementing the traffic control for that restriction.”

80485

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 situations 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 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](#).

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 journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor 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 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.

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.