

# 25

June 13, 2025 Letting

## Notice to Bidders, Specifications and Proposal



**Contract No. 62X99  
WILL County  
Section 2024-1057-DM  
Route FAI 80  
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 13, 2025 prevailing time 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. 62X99  
WILL County  
Section 2024-1057-DM  
Route FAI 80  
District 1 Construction Funds**

**The work consists of building demolition for ten (10) residential and/or commercial parcels and outbuildings, include removing any structure above and below the ground, main building frames, attached and detached buildings, facilities, and filling of basements, removal of fences, sidewalks and driveways, utilities, and trees, grading and seeding. Located in the City of Joliet, in the vicinity of FAI Route 80 (Interstate 80) and Des Plaines River in Will County.**

- 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 readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Gia Biagi,  
Acting Secretary



RECURRING SPECIAL PROVISIONS

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

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## **STATE OF ILLINOIS**

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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 80(I-80), Section 2024-1057-DM, Will County, Contract No. 62X99 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 80(I-80)  
Section 2024-1057-DM  
Will County  
Contract No. 62X99

#### **LOCATION OF IMPROVEMENT**

The project removal buildings are located in the City of Joliet, in the vicinity of FAI Route 80 (Interstate 80) and Des Plaines River.

#### **DESCRIPTION OF IMPROVEMENT**

The work consists of building demolition for ten (10) residential and/or commercial parcels and out buildings as shown on the plans. Each parcel removal will include removing any structure above and below the ground, including the main building frames, attached and detached buildings, facilities, and filling of basements. It will also include the removal of fences, sidewalks and driveways, utilities, and trees within the parcels' limits. Interim grading and seeding will also take place in preparation for the final Des Plaines River contract.

## **ASBESTOS REPORTS**

Asbestos Survey Reports for each property in this contract are available online with the Department as part of the downloadable electronic contract package in the "Additional Information" folder. The Asbestos Survey Reports are considered part of the special provisions for this contract. Contractor shall download and review asbestos reports prior to bidding on the contract.

## **CONTRACTOR'S USE OF FIELD OFFICE**

No Engineer's Field Office is provided for in this contract. The Engineer and Contractor will coordinate with adjacent contracts for use of a field office. Coordination for use of the field office shall not be paid for separately.

## **COMPLETION DATE PLUS WORKING DAYS (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, **November 14, 2025** except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within **5** working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

The completion date for BUILDING REMOVAL WITH ASBESTOS ABATEMENT shall be **90 calendar days** after the contractor receives possession of the property from IDOT.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

## **STATUS OF UTILITIES (D-1)**

Effective: June 1, 2016

Revised: April 1, 2025

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

**UTILITIES TO BE ADJUSTED**

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department’s contractor to then work in the stage under which the item has been listed.

**Pre-Stage**

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

**Stage 1**

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

Pre-Stage: \_\_\_\_\_ Days Total Installation  
 Stage 1: \_\_\_\_\_ Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T	Rich Dabrowski	(312) 208-3385	RD1432@att.com
ComEd	*	(866) 639-3532	-
Nicor	Karey Johnson	630-388-2923	<a href="mailto:karejohn@southernco.com">karejohn@southernco.com</a>
City of Joliet	**	(815) 724-4220	-
MCI/Verizon	John Buher	630-675-3794	<a href="mailto:john.buher@verizon.com">john.buher@verizon.com</a>
Comcast	Axel Perez	, 773-851-8613	<a href="mailto:axel_perez@comcast.com">axel_perez@comcast.com</a>

\* For ComEd, call (866) 639-3532 and say they're a contractor demolishing a building for an IDOT project

\*\* For the City of Joliet, call the Public Utilities Administrative office at 815-724-4220 to schedule a Utility Service Worker to turn off the water main.

**UTILITIES TO BE WATCHED AND PROTECTED**

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

**Pre-Stage**

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

**Stage 1**

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
Various Locations	Overhead Electric	Overhead wires	ComEd

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

<b>Agency/Company Responsible to Resolve Conflict</b>	<b>Name of contact</b>	<b>Phone</b>	<b>E-mail address</b>
AT&T	Rich Dabrowski	(312) 208-3385	RD1432@att.com
ComEd	*	(866) 639-3532	-
Nicor	Karey Johnson	630-388-2923	<a href="mailto:karejohn@southernco.com">karejohn@southernco.com</a>
City of Joliet	**	(815) 724-4220	-
MCI/Verizon	John Buher	630-675-3794	<a href="mailto:john.buher@verizon.com">john.buher@verizon.com</a>
Comcast	Axel Perez	, 773-851-8613	<a href="mailto:axel_perez@comcast.com">axel_perez@comcast.com</a>

\* For ComEd, call (866) 639-3532 and say they're a contractor demolishing a building for an IDOT project

\*\* For the City of Joliet, call the Public Utilities Administrative office at 815-724-4220 to schedule a Utility Service Worker to turn off the water main.

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor, and the utility companies when necessary.

The contractor is responsible for contacting JULIE (or DIGGER within the City of Chicago) prior to any excavation work. Please note that IDOT electrical facilities are not part of the one-call locating services, such as JULIE or DIGGER.

If the contract requires the services of an electrical contractor, it is the contractor's responsibility, at their own expense, to locate existing IDOT electrical facilities before commencing work. For contracts that do not require an electrical contractor, the contractor may request one free locate of IDOT electrical facilities by contacting the Department's Electrical Maintenance Contractor. Additional locate requests will be at the contractor's expense.

The Department's Electrical Maintenance Contractor must be notified at least 72 hours in advance of the work by calling 773-287-7600 or emailing [dispatch@meade100.com](mailto:dispatch@meade100.com) to arrange for the locating of underground electrical facilities.

Please note, the marking of underground facilities does not absolve the contractor of their responsibility to repair or replace any facilities damaged during construction at their expense.

### **PUBLIC CONVENIENCE AND SAFETY (D1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

**TRAFFIC CONTROL PLAN (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS:

701501	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701606	URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
701901	TRAFFIC CONTROL DEVICES

DETAILS:

TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS
TC-22	ARTERIAL ROAD INFORMATION SIGN

SPECIAL PROVISIONS:

PUBLIC CONVENIENCE AND SAFETY (D1)  
TEMPORARY INFORMATION SIGNING (D1)  
SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)  
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)  
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

## TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

### Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

### Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<b><u>Item</u></b>	<b><u>Article/Section</u></b>
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

## GENERAL CONSTRUCTION REQUIREMENTS

### Installation.

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

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

**CHAIN LINK GATES, 6' X 12' DOUBLE**

Revise Article 664.01 of the Standard Specifications to read:

**Description.** This work shall consist of constructing and removal of temporary chain link fence, gates, and accessories.”

Revise Article 664.12 of the Standard Specifications to read:

**Removal.** Chain link gates shall be removed and disposed of by the Contractor upon direction from the Engineer, according to Section 201.

Concrete post foundations shall be removed completely. Broken pieces of concrete shall be disposed of according to Section 501 of the Standard Specifications.”

Revise Article 664.13 of the Standard Specifications to read:

**Method of Measurement.** Chain link fence will be measured for payment in feet (meters), along the top of the fence from center to center of end posts, excluding the length occupied by gates.

Excavation in rock will be measured for payment according to Article 502.12.”

Revise Article 664.14 of the Standard Specifications to read:

**Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for CHAIN LINK FENCE, of the height specified, and at the contract unit price per each for CHAIN LINK GATES, of the opening sizes and types specified.

Excavation in rock will be paid for according to Article 502.13.”

## **FENCE REMOVAL**

**Description.** This item consists of removing and disposing of existing chain link fences as shown on the plans and as directed by the Engineer.

**General.** General: The existing fence types to be removed may include, but are not limited to wooden, chain link, woven wire, ornamental, and iron. The existing fence including, but not limited to, the chain link, woven wire, wood slats, posts, gates, tension wire, barbed wire, and hardware shall be removed in its entirety and disposed of in accordance with Article 202.03. Holes left shall be backfilled with suitable material approved by the Engineer and the surface of the hole shall be treated to match the surrounding area. Backfill and restoration, shall not be measured separately for payment.

**Method of Measurement:** This work will be measured for payment in feet, along the top of the fence from center to center of posts including the length occupied by gates.

**Basis of Payment.** This work will be paid for at the contract unit price per lineal foot for FENCE REMOVAL.

## **TEMPORARY CHAIN LINK FENCE, 6'**

**Description.** This work shall consist of installing a temporary chain link fence six feet (6') in height, including rails and posts as shown on the plans and as directed by the Engineer. The work shall meet the minimum requirements of Standard Specification Section 664 and Highway Standard 664001, except that concrete post foundations will not be required. The temporary fence shall be removed upon substantial completion of the work. The temporary chain link fence may be new, used or rented and shall be approved by the Engineer. The temporary chain link will remain the property of the Contractor after construction.

**Method of Measurement.** This work shall be measured in place in feet. Payment shall be based on actual length of fence erected without change in unit price because of adjustment in plan quantities due to field conditions.

**Basis of Payment.** This work shall be paid for at the contract unit price per foot for TEMPORARY CHAIN LINK FENCE, 6' which price shall include all equipment, labor, and materials required to complete this work.

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

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

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

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
1	1P10053	603 S Raynor Ave, Joliet, IL 60436	1 Story Frame Residence
2	1P10100	610 Jasper St, Joliet, IL 60436	1 Story Frame Residence and Frame Garage
3	1P10102	606 Jasper St, Joliet, IL 60436	1 Story Frame Residence and Frame Garage
4	1P10105	509 and 511 Illinois St, Joliet, IL 60436	2 - 1 Story Frame Residences and Masonry Garage
5	1P10109	511 Market St, Joliet, IL 60436	1 Story Frame Residence and Concrete Block Garage
6	1P10130	613 Kiep Ave, Joliet, IL 60436	1-1/2 Story Brick Residence and Frame Garage
7	1P10132	208 Lucas St, Joliet, IL 60436	1-1/2 Story Frame Residence and Frame Garage
8	1P10138	601 Water St, Joliet, IL 60436	1 Story Frame/Masonry Residence
9	1P10158	521 S Joliet St, Joliet, IL 60436	2 Story Brick Residence and 2 Masonry Garages
10	1P10104	504 Rock St, Joliet, IL 60436	1 Story Frame and Masonry Residence and Frame Shed

## CONSTRUCTION REQUIREMENTS

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

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

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

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

NO TRESPASSING  
VIOLATORS WILL BE PROSECUTED

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

Asbestos Abatement. Friable asbestos containing building materials (ACBMs) and Category II non-friable ACBMs shall be removed from the building(s) prior to demolition. Category II non-friable ACBMs include asbestos containing transite boards, siding, and other cementitious materials (cement pipe or highly weathered roofing shingles/materials) which have a likelihood of becoming friable during typical demolition activities (by crumbling, pulverizing, or otherwise reducing to powder) making them regulated asbestos containing materials (RACM). Removed ACBM shall be kept separate from non-ACBM demolition debris for purposes of transport and disposal.

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

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

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

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

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

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

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

Submittals that shall be made upon completion of abatement work:

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

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

Basis of Payment. This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

Removal and disposal of friable ACBM will be paid for at the contract lump sum unit price for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10..

Removal and disposal of non-friable ACBM will be paid for at the contract lump sum unit price for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10..

**STORM WATER POLLUTION PREVENTION PLAN**



**Storm Water Pollution Prevention Plan**

Route	Marked Route	Section Number
FAI Route I-80	Interstate 80	2024-1057-DM
Project Number	County	Contract Number
C-91-150-25	Will	62X99

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

**SWPPP Notes**

Preparing BDE 2342 (Storm Water Pollution Prevent 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.

The project removal buildings are located in the City of Joliet, in the vicinity of FAI Route 80 (Interstate 80), from Illinois Street on the west to S. Des Plaines Street on the east, both north and south of I-80. The project is located in Section 16, Township 35N (Joliet), Range 10E of the 3rd Principal Meridian.

The design, installation, and maintenance of BMPs within the project limits are within an area where annual erosivity (R value) is less than or equal to 160. Erosivity is less than 5 in all to-week periods between October 12 and April 15, which would qualify for a construction rainfall erosivity waiver under the US Construction General Permit requirements. At these locations, erosivity is highest in spring to autumn, April 16 - October 11.

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

The work consists of the buildings Demolition for 10 residential and/or commercial parcels. Each parcel removal will include removing any structure above and below the ground, including the main building frames, attached and detached buildings, and facilities. It will also include the removal of fences, sidewalks and driveways, utilities, and trees within the parcels' limits. Interim grading and seeding will also take place in preparation for the Des Plaines River Bridge contract.

Drainage improvements include the grading of the site to provide positive drainage. The runoff from the site will be directed away towards designated drainage structures or stormwater systems. The existing drainage pattern will be maintained as part of the improvement.

Erosion and Sediment Control measures include seeding, mulch method 1 and perimeter erosion barrier. The erosion control plans show the erosion control devices to be installed and maintained during each stage of construction. Proposed permanent seeding as shown on the erosion control plans will act as final stabilization until the start of the ensuing Des Plaines River Bridge contract.

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).

See attached description.

4. The total area of the construction site is estimated to be 1.99 acres.

5. The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.99 acres.

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

Before: C = 0.50, After: C = 0.30

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

The design, installation, and maintenance of BMPs within the project limits are within an area where annual erosivity (R value) is less than or equal to 160. Erosivity is less than 5 in all to-week periods between October 12 and April 15, which would qualify for a construction rainfall erosivity waiver under the US Construction General Permit requirements. At these locations, erosivity is highest in spring to autumn, April 16 - October 11.

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.

23B, Blount silt loam, Lake Michigan Lobe, 2 to 4 percent slopes, K=0.37

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

23B, Blount silt loam, Lake Michigan Lobe, 2 to 4 percent slopes, K=0.37  
315C2, Channahon silt loam, 4 to 6 percent slopes, eroded, K=0.43  
316A, Romeo silt loam, 0 to 2 percent slopes, K=0.32  
530C2, Ozaukee silt loam, 4 to 6 percent slopes, eroded, K=0.43  
530D2, Ozaukee silt loam, 6 to 12 percent slopes, eroded, K=0.43

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

City of Joliet, Illinois Department of Transportation

**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.

This project is tributary to the Des Plaines River and Hickory Creek. The Des Plaines River flows into the Illinois River approximately 12 miles southwest of the project. Hickory Creek flows into the Des Plaines River approximately one mile southwest of the project. Hickory Creek, the Des Plaines River, and the Illinois River are not identified by the IDNR as "biologically significant streams". The Des Plaines River (segment IL\_G-23) and Hickory Creek (segment IL\_GG-22) are listed on the 2020 IEPA 303(d) list as impaired.

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

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

Wetlands are not located within project limits. The perimeter of the construction limits are being protected with silt fence to prevent sediment from leaving the project site.

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: There are no Waters of the United States or wetlands located within the project limits

**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.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Fertilizer (check as appropriate)<br><input checked="" type="checkbox"/> Nitrogen<br><input type="checkbox"/> Phosphorus, and/or<br><input checked="" type="checkbox"/> Potassium<br><input type="checkbox"/> Herbicide | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)<br><input type="checkbox"/> Waste water for concrete washout station<br><input type="checkbox"/> Coal tar Pitch Emulsion<br><input type="checkbox"/> Other (Specify) <u>N/A</u><br><input type="checkbox"/> Other (Specify) <u>N/A</u> |
|---|---|

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)
Hickory Creek	The aquatic life use of Hickory Creek is being impaired by phosphorus, total suspended solids, fecal coliform, and unknown causes.
Des Plaines River	Des Plaines River. The aquatic life use of the Des Plaines River is being impaired by mercury, polychlorinated biphenyls (PCBS), and dissolved oxygen.
N/A	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

**Sediment control BMP's will be implemented to prevent discharge of sediment from the construction area.**

**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
Not Applicable	Not Applicable
Not Applicable	Not Applicable
Not Applicable	Not Applicable

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

Not applicable.

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

Not applicable.

**Part IV. Temporary Erosion and Sediment Controls**

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

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

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

At a minimum, controls must be coordinated, installed and maintained to:

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

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

**1. Erosion Control:**

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Mulch<br><input type="checkbox"/> Erosion Control Blanket<br><input type="checkbox"/> Turf Reinforcement Mat<br><input type="checkbox"/> Sodding<br><input type="checkbox"/> Geotextile fabric | <input type="checkbox"/> Preservation of existing vegetation<br><input type="checkbox"/> Temporary Turf Cover Mixture (Class 7)<br><input checked="" type="checkbox"/> Permanent seeding (Class 1-6)<br><input checked="" type="checkbox"/> Other (Specify) <u>Temp Esc Seeding Class 2</u><br><input checked="" type="checkbox"/> Other (Specify) <u>Temporary Mulching</u><br><input type="checkbox"/> Other (Specify) <u>N/A</u> |
|--|---|

**2. Sediment Control:**

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Above grade inlet filters (fitted)<br><input type="checkbox"/> Above grade inlet filters (non-fitted)<br><input type="checkbox"/> Inlet filters | <input type="checkbox"/> Urethane foam/geotextiles<br><input checked="" type="checkbox"/> Other (Specify) <u>Dust Suppression</u><br><input type="checkbox"/> Other (Specify) <u>N/A</u><br><input type="checkbox"/> Other (Specify) <u>N/A</u> |
|--|---|

**3. Structural Practices:**

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

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

**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

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Disturbed site areas will be stabilized by establishment of dense turf as soon as practicable to slow the velocity of runoff and to promote infiltration of runoff on site.

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**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)

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None.

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**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

None.

### **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

**Mulch Type 1:** Repair straw if blown or washed away, or if hydraulic mulch washes away. Place tackifier if mulch does not control erosion.

**Permanent Seeding:** Reapply seed if stabilization hasn't been achieved. Apply temporary mulch to hold seed in place if seed has been washed away or found to be concentrated in ditch bottoms. Restore rills, greater than 4 inches deep, as quickly as possible on slopes steeper than 1V:4H to prevent sheet-flow from becoming concentrated flow patterns. Mow, if necessary, to promote seed soil contact when excessive weed development occurs, a common indication of ineffective seeding. Supplement BMP if weather conditions (extreme heat or cold) are not conducive for germination.

**Perimeter Erosion Control Barrier:** Repair tears, gaps or undermining in silt fence or super silt fence. Restore leaning silt fence and ensure taut. Repair or replace any missing or broken stakes immediately. Clean fence line if sediment reaches one-third height of barrier. Remove fence once final stabilization is established. Repair fence if undermining occurs anywhere along its entire length.

**Stabilized Construction Exits:** Replenish stone or replace exit if vehicles continue to track sediment onto the roadway from the construction site. Sweep sediment on roadway from construction activities immediately. Use street sweeping in conjunction with this BMP to remove sediment not removed by the stabilized construction exit.

**Stockpile Management:** Repair and/or replace perimeter controls and stabilization measures when stockpile material has potential to be discharged or leave the limits of protection. Remove all off-tracked material by sweeping or other methods.

<https://idot.illinois.gov/content/dam/soi/en/web/idot/documents/transportation-system/manuals-guides-and-handbooks/highways/environment/erosion-and-sediment-control-field-guide-for-construction-inspection.pdf>

### **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.

**Contract 62X99**

**SWPPP Attachment:**

**Part I: Site Description**

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).

Estimated duration of this project is from May 2025 to October 2025 - 6 months. The demolition of existing buildings within the proposed ROW, followed by implementation of stabilization measures, will be completed in a single stage with no stockpiling or storage of materials. The soil disturbing activities during demolition are expected to cause erosive factors such as excavation, soil compaction due to heavy equipment operations, and site clearing and debris removal.



**Contractor Certification Statement**



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

Route	Marked Route	Section Number
FAI Route I-80	Interstate 80	FAI 80 23 Demo
Project Number	County	Contract Number
C-91-174-23	Will	62X99

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

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

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

- Contractor
- Sub-Contractor

Signature	Date		
<input style="width: 100%;" type="text"/>	<input style="width: 50%;" type="text"/>		
Print Name	Title		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Name of Firm	Phone		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Street Address	City	State	Zip Code
<input style="width: 100%;" type="text"/>	<input style="width: 50%;" type="text"/>	<input style="width: 10%;" type="text"/>	<input style="width: 20%;" type="text"/>

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

## 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."

### **CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: January 1, 2025

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
  - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.
  - (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

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

6. UTILIZATION PLAN EVALUATION. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate, and adequately document the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to commit to the performance of the contract by the bidder.

The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

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

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
- (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (c) PAYMENT TO DBE FIRMS. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

## **ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)**

Effective: June 2, 2021

Revised: April 2, 2024

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)**

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

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

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

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

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

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

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.”

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

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

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

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

## **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/		Annual Ryegrass
	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 (Below)
	Annuals Mixture 2/ 5/ 6/	Forb Mixture (Below)
		1 (1)
		10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis)	
	<i>Leucanthemum maximum</i> (Shasta Daisy)	
	<i>Gaillardia pulchella</i> (Blanket Flower)	
	<i>Ratibida columnifera</i> (Prairie Coneflower)	
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/	
	<i>Anemone cylindrica</i> (Thimble Weed)	
	<i>Asclepias tuberosa</i> (Butterfly Weed)	
	<i>Aster azureus</i> (Sky Blue Aster)	
	<i>Symphotrichum leave</i> (Smooth Aster)	
	<i>Aster novae-angliae</i> (New England Aster)	
	<i>Baptisia leucantha</i> (White Wild Indigo) 4/	
	<i>Coreopsis palmata</i> (Prairie Coreopsis)	
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	
	<i>Eryngium yuccifolium</i> (Rattlesnake Master)	
	<i>Helianthus mollis</i> (Downy Sunflower)	
	<i>Heliopsis helianthoides</i> (Ox-Eye)	
	<i>Liatris aspera</i> (Rough Blazing Star)	
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	
	<i>Monarda fistulosa</i> (Prairie Bergamot)	
	<i>Parthenium integrifolium</i> (Wild Quinine)	
	<i>Dalea candida</i> (White Prairie Clover) 4/	
	<i>Dalea purpurea</i> (Purple Prairie Clover) 4/	
	<i>Physostegia virginiana</i> (False Dragonhead)	
	<i>Potentilla arguta</i> (Prairie Cinquefoil)	
	<i>Ratibida pinnata</i> (Yellow Coneflower)	
	<i>Rudbeckia subtomentosa</i> (Fragrant Coneflower)	
	<i>Silphium laciniatum</i> (Compass Plant)	
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	
	<i>Tradescantia ohiensis</i> (Spiderwort)	
	<i>Veronicastrum virginicum</i> (Culver's Root)	

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

Notes:

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

**SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)**

Effective: April 1, 2024

Revised: April 2, 2024

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

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

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

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

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

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

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

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

Revise Article 1095.06 of the Standard Specifications to read:

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

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

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

- (a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

\*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance,  $R_L$ , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, $R_L$ , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R <sub>L</sub>	
Color	R <sub>L</sub> 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
  
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
  
- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.
  - (1) Time in place - 400 days
  - (2) ADT per lane - 9,000 (28 percent trucks)
  - (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>
Durability (cycles)	5,000	1,500	1,500

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

(f) Sampling and Inspection.

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

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

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

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

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

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

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

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

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

**SUBMISSION OF 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”.

## **SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### **“STATEMENTS AND PAYROLLS**

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

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

**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.

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

Effective: August 1, 2012

Revised: February 2, 2017

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

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

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

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

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

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

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

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

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

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

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

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

Effective: November 1, 2021

Revised: November 1, 2022

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

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

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: 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.

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

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ..... 1106.02"

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

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

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

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

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

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

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

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

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

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

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

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

## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.