

228

Letting June 13, 2025

Notice to Bidders, Specifications and Proposal



**Contract No. 91756
MCLEAN County
Section 20-00271-01-PV (Normal)
Route FAU 6352 (West College Avenue)
Project RUK7-558 ()
District 5 Construction Funds**

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)



**Illinois Department
of Transportation**

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 13, 2025 at which time the bids will be publicly opened from the iCX SecureVault.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 91756
MCLEAN County
Section 20-00271-01-PV (Normal)
Project RUK7-558 ()
Route FAU 6352 (West College Avenue)
District 5 Construction Funds**

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

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

By Order of the
Illinois Department of Transportation

Gia Biagi,
Acting Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

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

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

SUPPLEMENTAL SPECIFICATIONS

| <u>Std. Spec. Sec.</u> | <u>Page No.</u> |
|---|-----------------|
| 202 Earth and Rock Excavation | 1 |
| 204 Borrow and Furnished Excavation..... | 2 |
| 207 Porous Granular Embankment | 3 |
| 211 Topsoil and Compost | 4 |
| 406 Hot-Mix Asphalt Binder and Surface Course | 5 |
| 407 Hot-Mix Asphalt Pavement (Full-Depth) | 7 |
| 420 Portland Cement Concrete Pavement | 8 |
| 502 Excavation for Structures | 9 |
| 509 Metal Railings | 10 |
| 540 Box Culverts | 11 |
| 542 Pipe Culverts | 31 |
| 550 Storm Sewers | 40 |
| 586 Granular Backfill for Structures | 47 |
| 630 Steel Plate Beam Guardrail | 48 |
| 632 Guardrail and Cable Road Guard Removal | 49 |
| 644 High Tension Cable Median Barrier | 50 |
| 665 Woven Wire Fence | 51 |
| 701 Work Zone Traffic Control and Protection | 52 |
| 781 Raised Reflective Pavement Markers | 54 |
| 782 Reflectors | 55 |
| 801 Electrical Requirements | 57 |
| 821 Roadway Luminaires | 60 |
| 1003 Fine Aggregates | 61 |
| 1004 Coarse Aggregates | 62 |
| 1010 Finely Divided Minerals | 63 |
| 1020 Portland Cement Concrete | 64 |
| 1030 Hot-Mix Asphalt | 67 |
| 1040 Drain Pipe, Tile, and Wall Drain | 68 |
| 1061 Waterproofing Membrane System | 69 |
| 1067 Luminaire | 70 |
| 1097 Reflectors | 77 |
| 1102 Hot-Mix Asphalt Equipment | 78 |

RECURRING SPECIAL PROVISIONS

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

| <u>CHECK SHEET #</u> | | <u>PAGE NO.</u> |
|----------------------|--|-----------------|
| 1 | <input checked="" type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts | 79 |
| 2 | <input checked="" type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) | 82 |
| 3 | <input checked="" type="checkbox"/> EEO | 83 |
| 4 | <input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts | 93 |
| 5 | <input type="checkbox"/> Required Provisions - State Contracts | 98 |
| 6 | <input type="checkbox"/> Asbestos Bearing Pad Removal | 104 |
| 7 | <input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal | 105 |
| 8 | <input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads | 106 |
| 9 | <input checked="" type="checkbox"/> Construction Layout Stakes | 107 |
| 10 | <input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing | 110 |
| 11 | <input type="checkbox"/> Subsealing of Concrete Pavements | 112 |
| 12 | <input type="checkbox"/> Hot-Mix Asphalt Surface Correction | 116 |
| 13 | <input type="checkbox"/> Pavement and Shoulder Resurfacing | 118 |
| 14 | <input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal | 119 |
| 15 | <input type="checkbox"/> Polymer Concrete | 121 |
| 16 | Reserved | 123 |
| 17 | <input type="checkbox"/> Bicycle Racks | 124 |
| 18 | <input type="checkbox"/> Temporary Portable Bridge Traffic Signals | 126 |
| 19 | <input type="checkbox"/> Nighttime Inspection of Roadway Lighting | 128 |
| 20 | <input type="checkbox"/> English Substitution of Metric Bolts | 129 |
| 21 | <input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete | 130 |
| 22 | <input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant | 131 |
| 23 | <input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures | 139 |
| 24 | Reserved | 155 |
| 25 | Reserved | 156 |
| 26 | <input type="checkbox"/> Temporary Raised Pavement Markers | 157 |
| 27 | <input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam | 158 |
| 28 | <input type="checkbox"/> Portland Cement Concrete Inlay or Overlay | 161 |
| 29 | <input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching | 165 |
| 30 | <input type="checkbox"/> Longitudinal Joint and Crack Patching | 168 |
| 31 | <input checked="" type="checkbox"/> Concrete Mix Design – Department Provided | 170 |
| 32 | <input type="checkbox"/> Station Numbers in Pavements or Overlays | 171 |

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Table of Contents

| <u>CHECK SHEET #</u> | | | <u>PAGE NO.</u> |
|----------------------|-------------------------------------|--|-----------------|
| LRS 1 | | Reserved | 173 |
| LRS 2 | <input checked="" type="checkbox"/> | Furnished Excavation | 174 |
| LRS 3 | <input checked="" type="checkbox"/> | Work Zone Traffic Control Surveillance | 175 |
| LRS 4 | <input type="checkbox"/> | Flaggers in Work Zones | 176 |
| LRS 5 | <input type="checkbox"/> | Contract Claims | 177 |
| LRS 6 | <input type="checkbox"/> | Bidding Requirements and Conditions for Contract Proposals | 178 |
| LRS 7 | <input type="checkbox"/> | Bidding Requirements and Conditions for Material Proposals | 184 |
| LRS 8 | | Reserved | 190 |
| LRS 9 | <input type="checkbox"/> | Bituminous Surface Treatments | 191 |
| LRS 10 | | Reserved | 195 |
| LRS 11 | <input type="checkbox"/> | Employment Practices | 196 |
| LRS 12 | <input type="checkbox"/> | Wages of Employees on Public Works | 198 |
| LRS 13 | <input type="checkbox"/> | Selection of Labor | 200 |
| LRS 14 | <input type="checkbox"/> | Paving Brick and Concrete Paver Pavements and Sidewalks | 201 |
| LRS 15 | <input type="checkbox"/> | Partial Payments | 204 |
| LRS 16 | <input type="checkbox"/> | Protests on Local Lettings | 205 |
| LRS 17 | <input type="checkbox"/> | Substance Abuse Prevention Program | 206 |
| LRS 18 | <input type="checkbox"/> | Multigrade Cold Mix Asphalt | 207 |
| LRS 19 | <input type="checkbox"/> | Reflective Crack Control Treatment | 208 |

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

INDEX OF SPECIAL PROVISIONS

| | |
|--|----|
| DESCRIPTION OF WORK..... | 1 |
| PRE-CONSTRUCTION MEETING..... | 1 |
| EXAMINATION OF EXISTING CONDITIONS AND DOCUMENTATION..... | 1 |
| NOTIFICATION OF START | 2 |
| COMPLETION DATE..... | 2 |
| DEFINITION OF TERMS..... | 2 |
| STANDARDS IN THE PLANS | 2 |
| UTILITIES COORDINATION..... | 3 |
| UTILITIES TO BE ADJUSTED | 6 |
| UTILITIES TO BE WATCHED AND PROTECTED | 7 |
| J.U.L.I.E. SYSTEM | 8 |
| EXISTING STATE-OWNED UTILITIES | 8 |
| PUBLIC SAFETY AND CONVENIENCE | 9 |
| DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY..... | 9 |
| SIGNS AND MAILBOXES TO BE MOVED..... | 9 |
| PAY QUANTITY FOR EARTHWORK PAY ITEM | 9 |
| EARTH EXCAVATION..... | 10 |
| SUBGRADE PREPARATION | 10 |
| TEST ROLLING OF SUBGRADE AND BASE COURSE | 10 |
| GRANULAR SUBGRADE REPAIR OR REPLACEMENT | 11 |
| EMBANKMENT | 12 |
| REMOVAL OF UNCLASSIFIED MATERIAL | 13 |
| REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES | 13 |
| EXPLORATORY EXCAVATION..... | 14 |
| TOPSOIL FURNISH AND PLACE, 4" | 14 |
| COMBINATION CONCRETE CURB AND GUTTER | 14 |
| CURB AND GUTTER TRANSITIONS AND THICKNESS..... | 15 |
| EXPANSION JOINTS | 15 |
| SAW JOINTS..... | 15 |
| DETECTABLE WARNINGS | 15 |
| REMOVE EXISTING FLARED END SECTION..... | 16 |
| EXISTING DRAINAGE MATERIALS TO BE SALVAGED..... | 16 |
| STORM SEWER GRADE CHANGE | 16 |
| STORM SEWERS AND PIPE CULVERTS | 16 |
| TYPE 1 FRAME AND LID..... | 16 |
| CONNECTION INTO EXISTING OR PROPOSED DRAINAGE STRUCTURES | 17 |
| ADJUSTING FRAMES AND GRATES | 17 |
| PROPOSED DRAINAGE STRUCTURES..... | 18 |
| INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE | 18 |
| INLET FILTERS..... | 18 |
| PIPE UNDERDRAINS, TYPE 1, 4" | 19 |
| TEMPORARY EROSION CONTROL..... | 19 |
| AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS | 20 |
| HANDHOLE TO BE ADJUSTED | 21 |
| UNDERGROUND CONDUIT | 21 |
| ELECTRIC CABLE | 21 |

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

| | |
|--|-----------|
| DAMAGE TO EQUIPMENT | 22 |
| ELECTRIC CABLE IN CONDUIT, GROUND, NO. 6 1/C | 22 |
| UNINTERRUPTABLE POWER SUPPLY, STANDARD | 22 |
| TRAFFIC SIGNAL POST | 23 |
| FULL-ACTUATED CONTROLLER AND CABINET, SPECIAL | 23 |
| ETHERNET SWITCH | 24 |
| MODIFY EXISTING CONTROLLER FOUNDATION | 25 |
| SPARE FULL-ACTUATED CONTROLLER, SPECIAL | 25 |
| REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT | 26 |
| UNDERGROUND CONDUIT, HDPE, 4" DIA. | 26 |
| APS EXTENSION BRACKET | 29 |
| ACCESSIBLE PEDESTRIAN SIGNALS (APS) | 30 |
| CONDUIT SPLICE | 31 |
| RAILROAD INTERCONNECT CABLE | 31 |
| REMOVE EXISTING TRAFFIC CONTROLLER AND CABINET | 31 |
| TIMBER RAILING | 32 |
| ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL) | 33 |
| TRAFFIC CONTROL AND PROTECTION (SPECIAL) | 33 |
| SEQUENCE OF OPERATIONS | 34 |
| COMMITMENTS | 35 |

| | |
|--|-----------|
| NORFOLK SOUTHERN – SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS | 36 |
| STORM WATER POLLUTION PREVENTION PLAN | 62 |
| LOCAL QUALITY ASSURANCE / QUALITY MANAGEMENT QC/QA (LR1030-2) | 70 |
| SPECIAL PROVISION FOR INSURANCE (LR107-4) | 72 |

BDE SPECIAL PROVISIONS

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

| <u>File Name</u> | <u>Pg.</u> | | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|-------------------------------------|---|------------------|----------------|
| 80099 | 73 | <input checked="" type="checkbox"/> | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2022 |
| 80274 | | <input type="checkbox"/> | Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2022 |
| 80192 | | <input type="checkbox"/> | Automated Flagger Assistance Device | Jan. 1, 2008 | April 1, 2023 |
| 80173 | | <input type="checkbox"/> | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2017 |
| 80426 | | <input type="checkbox"/> | Bituminous Surface Treatment with Fog Seal | Jan. 1, 2020 | Jan. 1, 2022 |
| 80241 | | <input type="checkbox"/> | Bridge Demolition Debris | July 1, 2009 | |
| 50531 | | <input type="checkbox"/> | Building Removal | Sept. 1, 1990 | Aug. 1, 2022 |
| 50261 | | <input type="checkbox"/> | Building Removal with Asbestos Abatement | Sept. 1, 1990 | Aug. 1, 2022 |
| 80460 | 75 | <input checked="" type="checkbox"/> | Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar | Jan. 1, 2025 | |
| 80384 | 86 | <input checked="" type="checkbox"/> | Compensable Delay Costs | June 2, 2017 | April 1, 2019 |
| 80198 | | <input type="checkbox"/> | Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | | <input type="checkbox"/> | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80461 | | <input type="checkbox"/> | Concrete Barrier | Jan. 1, 2025 | |
| 80453 | | <input type="checkbox"/> | Concrete Sealer | Nov. 1, 2023 | |
| 80261 | | <input type="checkbox"/> | Construction Air Quality – Diesel Retrofit | June 1, 2010 | Jan. 1, 2025 |
| * 80029 | 90 | <input checked="" type="checkbox"/> | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Jan. 2, 2025 |
| 80229 | | <input type="checkbox"/> | Fuel Cost Adjustment | April 1, 2009 | Aug. 1, 2017 |
| 80452 | | <input type="checkbox"/> | Full Lane Sealant Waterproofing System | Nov. 1, 2023 | |
| 80447 | | <input type="checkbox"/> | Grading and Shaping Ditches | Jan 1, 2023 | |
| 80433 | | <input type="checkbox"/> | Green Preformed Thermoplastic Pavement Markings | Jan. 1, 2021 | Jan. 1, 2022 |
| 80456 | 93 | <input checked="" type="checkbox"/> | Hot-Mix Asphalt | Jan. 1, 2024 | Jan. 1, 2025 |
| 80446 | 95 | <input checked="" type="checkbox"/> | Hot-Mix Asphalt – Longitudinal Joint Sealant | Nov. 1, 2022 | Aug. 1, 2023 |
| 80438 | | <input type="checkbox"/> | Illinois Works Apprenticeship Initiative – State Funded Contracts | June 2, 2021 | April 2, 2024 |
| 80450 | | <input type="checkbox"/> | Mechanically Stabilized Earth Retaining Walls | Aug. 1, 2023 | |
| * 80464 | 97 | <input checked="" type="checkbox"/> | Pavement Marking Inspection | April 1, 2025 | |
| 80441 | 98 | <input checked="" type="checkbox"/> | Performance Graded Asphalt Binder | Jan 1, 2023 | |
| 80459 | | <input type="checkbox"/> | Preformed Plastic Pavement Marking | June 2, 2024 | |
| 34261 | 103 | <input checked="" type="checkbox"/> | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2022 |
| 80455 | 104 | <input checked="" type="checkbox"/> | Removal and Disposal of Regulated Substances | Jan. 1, 2024 | April 1, 2024 |
| 80445 | 106 | <input checked="" type="checkbox"/> | Seeding | Nov. 1, 2022 | |
| 80457 | | <input type="checkbox"/> | Short Term and Temporary Pavement Markings | April 1, 2024 | April 2, 2024 |
| * 80462 | 112 | <input checked="" type="checkbox"/> | Sign Panels and Appurtenances | Jan. 1, 2025 | April 1, 2025 |
| 80448 | 113 | <input checked="" type="checkbox"/> | Source of Supply and Quality Requirements | Jan. 2, 2023 | |
| 80340 | | <input type="checkbox"/> | Speed Display Trailer | April 2, 2014 | Jan. 1, 2022 |
| 80127 | | <input type="checkbox"/> | Steel Cost Adjustment | April 2, 2004 | Jan. 1, 2022 |
| 80397 | 114 | <input checked="" type="checkbox"/> | Subcontractor and DBE Payment Reporting | April 2, 2018 | |
| 80391 | 115 | <input checked="" type="checkbox"/> | Subcontractor Mobilization Payments | Nov. 2, 2017 | April 1, 2019 |
| * 80463 | 116 | <input checked="" type="checkbox"/> | Submission of Bidders List Information | Jan. 2, 2025 | Mar. 2, 2025 |
| 80437 | 117 | <input checked="" type="checkbox"/> | Submission of Payroll Records | April 1, 2021 | Nov. 2, 2023 |
| 80435 | | <input type="checkbox"/> | Surface Testing of Pavements – IRI | Jan. 1, 2021 | Jan. 1, 2023 |
| * 80465 | 119 | <input checked="" type="checkbox"/> | Surveying Services | April 1, 2025 | |
| * 80466 | | <input type="checkbox"/> | Temporary Rumble Strips | April 1, 2025 | |
| 20338 | | <input type="checkbox"/> | Training Special Provisions | Oct. 15, 1975 | Sept. 2, 2021 |
| 80429 | | <input type="checkbox"/> | Ultra-Thin Bonded Wearing Course | April 1, 2020 | Jan. 1, 2022 |
| 80439 | 120 | <input checked="" type="checkbox"/> | Vehicle and Equipment Warning Lights | Nov. 1, 2021 | Nov. 1, 2022 |
| 80458 | | <input type="checkbox"/> | Waterproofing Membrane System | Aug. 1, 2024 | |
| * 80302 | 121 | <input checked="" type="checkbox"/> | Weekly DBE Trucking Reports | June 2, 2012 | Jan. 2, 2025 |
| 80454 | | <input type="checkbox"/> | Wood Sign Support | Nov. 1, 2023 | |
| 80427 | 122 | <input checked="" type="checkbox"/> | Work Zone Traffic Control Devices | Mar. 2, 2020 | Jan. 1, 2025 |
| 80071 | | <input type="checkbox"/> | Working Days | Jan. 1, 2002 | |

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

State of Illinois

Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022; the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2025 (as indicated on the check sheet included herein); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois"; and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the construction of improvements to FAU Route 6352 (West College Avenue) in the Town of Normal, McLean County, Illinois, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and govern.

DESCRIPTION OF WORK

The project consists of the reconstruction of West College Avenue from 250 feet west of White Oak (C.H. 70) Road and extending to White Oak Road (C.H. 70). The project includes tree removal, 5'-wide sidewalk along the south side of West College Avenue and a 10'-wide multi-use path along the north side of West College Avenue. Improvements also include new curb & gutter, Hot-mix Asphalt paving, underdrains, storm sewers, inlets, permanent traffic signalization, and all necessary incidental work as shown on the plans or as described herein.

PRE-CONSTRUCTION MEETING

The Contractor shall attend a Pre-Construction meeting at a mutually determined date.

At that meeting, the Contractor will present four (4) copies each of his/her Plan of Work in accordance with the Traffic Control and Maintenance of Traffic Plan as described herein, and initial shop drawings for materials to be used to the Town and IDOT for review. The Contractor shall also submit a list of all suppliers, subcontractors, and copies of concrete and hot-mix asphalt mix designs proposed for use on the project.

EXAMINATION OF EXISTING CONDITIONS AND DOCUMENTATION

It is the responsibility of each bidder to satisfy himself/herself as to conditions he/she will encounter in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

Prior to commencement of any construction activities, the Contractor shall document the existing condition of all roadways, sidewalks, driveways, side streets, landscaping and other items within or adjacent to the limits of construction with color photographs and/or videos and submit said pictures and/or videos to the Engineer for review. Construction shall not commence until the content and clarity of said pictures is reviewed by the Engineer and found acceptable. This work will not be paid for separately but shall be incidental to the contract work and no additional compensation will be allowed.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

NOTIFICATION OF START

The Contractor shall be required to comply with any County Construction Permit requirements for work within County right-of-way. The Contractor shall notify the Engineer; the Town of Normal Engineering and Public Works Departments; the Mclean County Highway Department; the Fire and Police Departments; the local Emergency Services; Connect Transit; all affected businesses and adjacent residents within the particular stage of construction; School District (if during the school year); coordinate with the garbage and postal service seven (7) calendar days prior to the beginning of work and shall keep the same entities updated on the status of lane closures or changes in traffic patterns throughout the duration of the project. Any less time of notification could cause delay to the Contractor. Contact information for the aforementioned entities will be provided to the Contractor at the Pre-Construction Meeting.

COMPLETION DATE

The Contractor shall complete all work and any punch list items no later than the specific date included herein. No deviation from this date will be permitted except by written permission from the Engineer and Town of Normal (Town).

The Contractor shall submit to the Town for approval, at the pre-construction conference, a feasible progress schedule showing the order in which the Contractor will start each major work activity and the planned dates for completing each.

All work including punch list items shall be complete by June 30, 2026. The Contractor may need to work multiple crews and Saturdays to meet this completion date.

DEFINITION OF TERMS

Section 101 of the Standard Specifications shall be revised as follows:

The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector. The authorized representative of the Engineer assigned to make detailed observations of any or all portions of the work or material therefore.

This activity is not to be interpreted as an inspection service, a construction supervision service, or a guaranteeing of the Contractor's performance. The authorized representative will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. The authorized representative will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents.

STANDARDS IN THE PLANS

The Standards with the revision number listed in the "Highway Standards, General Notes and Commitments" in the plans shall hold precedence over Standard Numbers listed elsewhere in the plans or Special Provisions for this contract.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

UTILITIES COORDINATION

The utility companies have been notified of the impending project and the plans indicate the general location of the utility main lines received from those agencies. The Contractor shall have the responsibility before any construction work has begun, of obtaining from all utilities the exact location of any underground or other facilities in the area of construction, whether indicated on the plans or not. The Contractor, at his own expense, shall be required to obtain actual locations and depths of all utilities not provided by the utility companies and shall take proper precautions to prevent damage or interruption of the utilities. All facilities disturbed by the Contractor shall be restored by him/her at his/her own expense. The Contractor shall coordinate with the proper utility the relocation of all facilities designated on the plans or deemed necessary to be relocated by the Engineer in order to complete construction of the project. Special attention is called to Article 107.39. Residents and businesses shall be notified of impending service outages and no residence or business shall be without service overnight.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

The following utility agencies received plans during the development of the project.

| Agency/Company | Base Sheets Sent | Phase I Preliminary Plans Sent | Pre-Final Plans Sent | Final Plans Sent |
|--|-------------------------|---------------------------------------|-----------------------------|-------------------------|
| Ameren | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Ameren Transmission | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| City of Bloomington Public Work (Water) Dept. | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Bluebird Network | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Campus Communications Group | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| CIRBN LLC | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Comcast | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Corn Belt Energy Corporation | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Frontier Communications | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Metro Communications Co., Inc. | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Nicor Gas | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Town of Normal Public Works and Engineering Dept. | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Town of Normal Water Dept. | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Stratus Networks, Inc. | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| T-Mobile | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |
| Windstream KDL / McLeod USA | Feb. 15, 2021 | Dec. 2, 2022 | Jul. 12, 2024 | |

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

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

| Agency/Company Responsible to Resolve Conflict | Name of contact | Phone | E-mail address |
|--|--------------------------------|----------------------------------|--|
| Ameren | Tamara Avila Andrue Zulueta | 618-363-3570 | TAvila2@ameren.com AZulueta@ameren.com |
| Ameren Transmission | Jason Murphey Mike Kurecki | 217-424-6430 207-480-7627 | JMurphey@ameren.com MKurecki@ameren.com |
| City of Bloomington Public Work (Water) Dept. | Brett Lueschen Doug Nooden | 309-434-2439 | blueschen@cityblm.org dnooden@cityblm.org |
| Bluebird Network | Jack Coles | 816-237-2137 | jack.coles@bluebirdnetwork.com |
| Campus Communications Group | Samuel James | | gis@pavlovmedia.com |
| Cirbn LLC | Jon Bachtold Dennis Leggett | 309-434-0197 309-820-7321 | jcbach@cirbn.org dennisl@cirbn.org |
| Comcast | Martha Gieras | 224-229-5862 | martha_gieras@comcast.com |
| Corn Belt Energy Corporation | James Ivers | 309-662-5330 | james.ivers@cornbeltenergy.com |
| Frontier Communications | Kalin Hinshaw Adam Gangloff | 815-895-1515 309-557-1378 | kalin.hinshaw@ftr.com adam.r.gangloff@ftr.com |
| Metro Communications Co., Inc. | Jason Koonce | 217-728-3605 | jkoonce@metrocomm.com |
| Nicor Gas | Hensley Gooden William Bell | 630-514-7737 312-965-5068 | hgooden@southernco.com wbell@southernco.com |
| Town of Normal Public Works and Engineering Dept. | Ryan Otto Eric Herbst | (309) 454-9574 (309) 454-9744 | rotto@normal.org Eherbst@normal.org |
| Town of Normal Water Dept. | Darryl Barron | 309-454-9741 | dbarron@normal.org |
| Stratus Networks, Inc. | Butch Forkell Jeremy Carr | 309-696-6349 309-863-0422 | bforkell@stratusnet.com jcarr@stratusnet.com |
| T-Mobile | Steven Hughes Jeff Fehr | 309-472-1867 | steven.hughes1@t-mobile.com Jeffrey.Fehr@t-mobile.com |
| Windstream KDL / McLeod USA | Deven Barnhill Scott Bulta | 319-790-7228 | deven.barnhill@windstream.com donald.bulta@windstream.com |

FAU Route 6352 (West College Avenue)
 75 ft west of NS Railroad to
 White Oak Road / County Highway 70 (FAU 6385)
 20-00271-01-PV
 Town of Normal, McLean County

UTILITIES TO BE ADJUSTED

Conflicts and potential conflicts noted below have been identified by following the suggested staging plan included in the contract. The Agencies above have received proposed improvement plans and may 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 confirm existing location, relocate, adjust, or complete new installations as noted below.

| Agency/ Company | Type | Description | Location |
|--|-------------|--|------------------------------------|
| Ameren | | No conflicts are known. | |
| Ameren Transmission | | No conflicts are known. | |
| City of Bloomington Public Work (Water) Dept. | | No conflicts are known. | |
| Bluebird Network | | No conflicts are known. | |
| Campus Communications Group | | No conflicts are known. | |
| CIRBN LLC | | No conflicts are known. | |
| Comcast | | No conflicts are known. | |
| Corn Belt Energy Corporation | Poles | Light pole to be relocated, guy wires to be adjusted. | Station 82+89 LT, Station 82+86 RT |
| Frontier Communications | | No conflicts are known. | |
| Metro Communications Co., Inc. | | No conflicts are known. | |
| Nicor Gas | | No conflicts are known. | |
| Town of Normal Public Works and Engineering Dept. | | No conflicts are known. | |
| Town of Normal Water Dept. | Watermain | Valves to be adjusted | Stations 81+91 RT, 83+58 RT |
| Stratus Networks, Inc. | | No conflicts are known. | |
| T-Mobile | | No conflicts are known. | |
| Windstream KDL / McLeod USA | | No conflicts are known. | |
| Unknown Agency | | Handhole | Station 81+53 RT |

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

UTILITIES TO BE WATCHED AND PROTECTED

The areas of potential 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 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.

| Agency/ Company | Type | Description | Location |
|--|-------------------------------|---|----------------------------------|
| Ameren | | N/A | |
| Ameren Transmission | | N/A | |
| City of Bloomington Public Work (Water) Dept. | | N/A | |
| Bluebird Network | | N/A | |
| Campus Communications Group | | N/A | |
| CIRBN LLC | Fiber Optic Communications | Critical fiber line, use caution when constructing underdrains, traffic signal equipment | Stations 81+50 RT to 85+50 RT |
| Comcast | | N/A | |
| Corn Belt Energy Corporation | | N/A | |
| Frontier Communications | | N/A | |
| Metro Communications Co., Inc. | | N/A | |
| Nicor Gas | HP Gas | Underground high-pressure gas line, use caution when constructing proposed storm sewer, underdrains, traffic signal equipment, and utility adjustments. A Nicor representative must be present when working within 25' of the pipeline. | Stations 81+50 LT to 85+50 LT |
| Town of Normal Public Works and Engineering Dept. | | N/A | |
| Town of Normal Water Dept. | Watermain | Underground watermain, use caution with construction of traffic signal equipment. | Stations 84+00 RT, 85+10 RT |
| Stratus Networks, Inc. | | N/A | |
| T-Mobile | | N/A | |

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

| | |
|--|-----|
| Windstream KDL / McLeod USA | N/A |
|--|-----|

The above represents the best information available to the Town 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.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Town, the Town's contractor and the utility companies when necessary. The Town's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

J.U.L.I.E. SYSTEM

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction, so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123 or 811. Allow 48 hours for other than emergency assistance. The following information may be requested by J.U.L.I.E.:

County Name: McLean
Township Name: Town of Normal
Section/Township/Range: S16 T24N R1E, R2E

EXISTING STATE-OWNED UTILITIES

Eff. 04-01-2020

Existing state-owned and maintained underground utilities exist with the right of way. The Department is not a member of JULIE and does not locate its own facilities. The Contractor shall be responsible for securing an approved locating firm to locate all existing Department underground facilities prior to commencing any excavation, per the requirements of Article 803 of the Standard Specifications. Utility locates may be also required outside the project limits for traffic control signing and other items. The Contractor may obtain, on request, plans of existing electrical facilities from the Department. For further information, the contractor may contact the District Traffic Operations Engineer, Gary Sims, at 217-251-4859.

This work shall not be paid for separately but shall be considered included in the various pay items for which JULIE locations are required.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall maintain all entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY

If damage is done to existing or new structures or property during construction of the proposed improvements, the item(s) shall be replaced or repaired by the Contractor at his/her own expense to the satisfaction of the Engineer. The replacement or repair method shall be reviewed by the Engineer and approved by the Town prior to replacement or repair.

SIGNS AND MAILBOXES TO BE MOVED

All existing signs, including street, traffic, parking, advertising or other signs, and mailboxes that interfere with construction operations, shall be removed and temporarily reset by the Contractor after notifying the owner of the sign or mailbox conflict. Every sign or mailbox removed must be re-erected at a temporary location in a workmanlike manner and be visible to roadway traffic. Signs or mailboxes shall not be moved other than laterally without the permission of the Engineer. All such signs and mailboxes must be maintained straight and neat for the duration of the temporary setting. Upon completion of the work, the signs and mailboxes shall be returned to the proper location and reinstalled in a workmanlike manner. Signs and mailboxes shall not be moved until the progress of work requires it. Signs, mailboxes or posts broken or damaged during moving shall be replaced or repaired to their original condition at the Contractor's expense. Any Contractor or Private Party removing any sign without notice will be billed for the replacement costs associated with reinstalling of the sign and may be charged with a violation of the Illinois Vehicle Code 11-311. The Contractor shall provide a temporary location for delivery of mail while the road is under construction if any existing mailbox is not accessible due to construction activities.

Street signs to be relocated because of radius changes or other improvements shall be relocated by the Contractor in locations as determined by the Engineer.

This work shall not be measured for payment separately, but shall be included in the contract unit price bid for EARTH EXCAVATION.

PAY QUANTITY FOR EARTHWORK PAY ITEM

Should the Contractor have any disagreement in the plan quantity of the Earthwork pay items, he/she shall submit earthwork calculations showing such disagreement at the pre-construction meeting. Otherwise, the plan quantity for the Earth Excavation pay item shall be used as the basis for payment on the project, as long as the project is constructed according to plan grades. Cross Sections after clearing and ground surface preparation will not be provided or allowed. Changes in the lines, grades, or length of the project may result in changes to the quantities.

EARTH EXCAVATION

This work shall be performed in accordance with the applicable articles of Section 202 of the Standard Specifications.

Add the following provision to Section 202: Topsoil material within project improvement excavation limits as shown on the cross sections shall be excavated and removed from site. This excavation shall be included and is calculated as part of the Earth Excavation quantity and work. No additional compensation will be allowed for the removal from site work. Any holes or depressions made while excavating topsoil from within the project site shall be filled and graded by the Contractor. No additional compensation shall be allowed for filling holes due to earth excavation.

Any Earth Excavation that is suitable for fill embankment material shall be placed and compacted in fill areas as shown on the cross sections. All unsuitable material shall become the property of the Contractor and be removed from the site. No payment for overhaul will be allowed for earth moved from any source.

Any landscaping items such as timber, boulders, brick or block lawn edging, segmental brick or block retaining wall, plantings, or decorative stone in conflict with the construction shall be moved off right-of-way and offered to the property owner. If the property owner does not desire the material, the contractor shall dispose of same.

Existing pipe underdrains and existing filter fabric located within the limits of earth excavation shall be removed and disposed offsite.

This work as described above and herein shall be included in the cost for Earth Excavation.

SUBGRADE PREPARATION

The Contractor shall be required to complete this work strictly in accordance with Section 301 of the Standard Specifications for Road and Bridge Construction except as modified below:

All drainage swales, drainage structures, storm sewers, and underground utilities shall be installed prior to subgrade preparation.

Subgrade Preparation shall not be measured and paid for separately but shall be included in the unit cost for the applicable pay items including EARTH EXCAVATION, SUBBASE GRANULAR MATERIAL, PORTLAND CEMENT CONCRETE PAVEMENTS, HOT-MIX ASPHALT PAVEMENTS, DRIVEWAYS, SIDEWALK, CONCRETE CURB AND GUTTER, and AGGREGATE BASE COURSE.

TEST ROLLING OF SUBGRADE AND BASE COURSE

The test rolling of subgrade and base course shall follow the latest edition of the Subgrade Stability Manual except as modified by the following:

The Contractor will provide, at his/her own expense, a loaded truck and test roll separately, the compacted subgrade and base course in the presence of the Engineer before any sub-base, base

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

course, curb and gutter, or surface material is placed. The Contractor shall notify the Engineer two (2) business days prior to the test roll. The tandem axle truck shall be loaded to a minimum gross weight of 40,000 pounds. The Contractor shall provide the Engineer a weight ticket verifying this amount prior to operations. The test roll will be in addition to the requirements of Section 301 of the Standard Specifications. The density requirements of Section 301 will still be required.

The truck shall make four to six passes over the entire subgrade, sub-base, or base course area to be tested. Any areas which, in the opinion of the Engineer, show rutting, cracking or rolling of the compacted subgrade, sub-base, or base course upon test rolling will not be accepted. The Contractor will recompact and/or reconstruct the section that fails and test roll again prior to acceptance. Areas of subgrade repair will be paid for as specified in the Special Provision for Granular Subgrade Repair or Replacement. No additional compensation shall be allowed for any test rolling of repaired areas or the reconstruction or repair of the aggregate sub-base or base course.

Test rolling shall not be measured and paid for separately but shall be included in the cost of EARTH EXCAVATION.

GRANULAR SUBGRADE REPAIR OR REPLACEMENT

This work shall be completed in accordance with Section 311 of the Standard Specifications except as modified by the following:

This work, as provided for herein, shall consist of the removal of unsuitable material and the placement of Geotechnical Fabric and/or Granular Blanket in subgrades or embankment foundations. Following topsoil excavation and roadway excavation to the lines and grades shown on the plans and preparing the subgrade in accordance with the Special Provisions and Sections 301 and 302 of the Standard Specifications, the proof roll shall determine any limits of the area requiring repair or replacement. It is hereby understood that the Contractor shall notify the Engineer not less than forty-eight (48) hours (5:00 p.m. Friday to 8:00 a.m. Monday excluded) prior to any undercutting of the sub-base or subgrade.

Placement of Granular Blanket: The Sub-base Granular Material, Type B shall be CA-6 or CA-10 in accordance with Article 1004.04 of the Standard Specifications and placed in accordance with Section 311 of the Standard Specifications and as specified herein.

All Subbase Granular Material shall have a minimum IBR of 40.

Method of Measurement and Payment: Any subgrade excavation of existing unstable or unsuitable material to complete this work will be measured in its original position and the volume in cubic yards computed by the method of average end areas. This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION and the paid plan quantity will be increased accordingly. The removal of material placed in fill sections as embankment will not be paid for separately.

The Granular Blanket will be measured for payment in tons and will be paid for at the contract unit price per ton for SUB-BASE GRANULAR MATERIAL, TYPE B. Geotechnical Fabric for Ground Stabilization shall be paid at the contract unit price bid per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

All areas of repair shall be re-test rolled to confirm stability. All costs for re-test rolling shall be included in the contract unit price bid per ton for SUB-BASE GRANULAR MATERIAL, TYPE B.

EMBANKMENT

Embankment shall be placed in accordance with Section 205 of the Standard Specifications except as follows:

- 1) All embankment shall be constructed with not more than 110% of optimum moisture content, determined according to AASHTO T 99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when authorized in writing by the Engineer.

The Contractor may, at his option, add a drying agent to lower the moisture content as specified above. The drying agent must be authorized by the Engineer prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of the various items of excavation.

- 2) All material that is proposed for use in embankment construction must be approved by the Engineer. The proposed material shall a Standard Dry Density of not less than 90 lb/ft³ (1442 kg/m³) when tested according to AASHTO T 99 and shall not have an organic content greater than 10 percent when tested according to AASHTO T 194. Soils that demonstrate any of the following properties shall be restricted to the interior of the embankment:
 - a. A grain size distribution with less than 35 percent passing the #200 sieve.
 - b. A plasticity index (PI) of less than 12.
 - c. A liquid limit (LL) in excess of 50.

Such soils shall be covered on top of the embankment by a minimum of 2 feet of soil not characterized by any of the items above. Other materials that may be considered by the Engineer as having the potential for erosion or excess volume change shall not be used in the 2 feet cover on the sides or top of the embankment.

- 3) All existing earth surfaces to receive embankment placement shall be disked and compacted in accordance with Articles 205.01 through 205.09 of the Standard Specifications. These surfaces shall be reviewed by the Engineer prior to placement of any Embankment. Existing surfaces that have been compacted, but do not meet the satisfaction of the Engineer, shall be test rolled. If the existing surface does not pass the test roll, the material shall be removed and replaced with Embankment or Subbase Granular Material as determined by the Engineer. Any Embankment placed on said surface shall be the sole responsibility of the Contractor. Should the Embankment so placed not pass the test roll prior to sub-base or pavement placement, the Contractor shall repair or replace said Embankment at the Contractor's own expense. Removal of unsuitable existing surface shall be measured for payment as Earth Excavation.
- 4) Embankment shall not be placed on slopes steeper than 1:4 (V:H) slope without stepping existing subgrade. Slopes steeper than 1:4 shall be stepped and compacted prior to placing embankment. No additional compensation shall be allowed for stepping.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

- 5) If the Contractor fails to obtain the Engineer's satisfaction of the existing surface after disk and compacting, any Embankment placed on said surface shall be the sole responsibility of the Contractor. Should the Embankment so placed not pass the test roll prior to pavement placement, the Contractor shall repair or replace said Embankment at the Contractor's own expense.
- 6) Cross Sections after clearing and ground surface preparation will not be provided or allowed.

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the standard specifications are further restricted. The further restricted materials shall be placed in 4" lifts and disked with the underlying lift material until a uniform and homogenous material is formed having more than 35% passing the number 200 sieve.

The above work will not be paid for separately but shall be included in the cost of the cost of Earth Excavation.

REMOVAL OF UNCLASSIFIED MATERIAL

Existing hazard markers, delineators, and other unclassified materials shall be removed at the locations shown on the plans or as designated by the Engineer. The material removed, as required in this Special Provision, shall be disposed of outside the right-of-way limits in accordance with these special provisions and Article 202.03 of the Standard Specifications. The Engineer shall be notified before any of these items are removed.

Where right-of-way, U.S.C. & G.S. markers, or section and sub-section monuments are encountered, the Engineer shall be notified before such monuments are removed. The Contractor shall protect and carefully preserve all markers and monuments until the Engineer or authorized Land Surveyor has witnessed and referenced their location. The Contractor will be responsible for reimbursing the Engineer's Registered Land Surveyor for all costs associated with reestablishing any markers or monuments destroyed by his/her operations without proper notification.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Description:

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

Contract Specific Work Areas:

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

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

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

Norfolk Southern Railroad / Good Yard, 2100 W. College Avenue, Normal, McLean County, IL

- Station 81+92 to Station 84+04, ROW LT to ROW RT. The Engineer has determined this material from 0 to 4-foot bgs in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters are regarding railroad use.

EXPLORATORY EXCAVATION

Wherever, in the opinion of the Engineer, it is necessary to explore and excavate to determine the location and elevation of existing utilities, culverts, storm sewer, field tiles, underdrains, or other underground items, the Contractor shall make exploration and excavation for such purposes.

The cost of exploratory excavation will not be paid for separately but shall be included in the associated construction pay items.

TOPSOIL FURNISH AND PLACE, 4"

All disturbed areas not improved with pavement, curb and gutter, sidewalk, path, driveways, patching or median will require a minimum of 4 inches of topsoil. All topsoil placed shall be furnished and imported from off-site and meet the requirements of Section 211 of the Standard Specifications. The final surface of disturbed areas and embankment areas are to be seeded according to the plans. Prior to placing the topsoil, the top 2" of the surface receiving the material shall be disked sufficiently to reduce the soil compaction to less than 85%. Surfaces that become hardened or crusted after the initial disking shall be re-disked, raked or otherwise broken up.

All costs associated with furnishing from off-site, hauling, testing, and placing topsoil 4" will be measured and paid for at the contract unit price bid per square yard for TOPSOIL FURNISH AND PLACE, 4".

COMBINATION CONCRETE CURB AND GUTTER

This work shall be performed in accordance with Section 606 of the Standard Specifications for Road and Bridge Construction, the plan details, and as noted herein. Proposed curb and gutter work shall be in accordance with the latest version of Standard 606001, including dowel bar placement.

The combination concrete curb and gutter shall be sawed or scored at intervals coinciding with the joint intervals of the adjoining concrete pavement. Expansion joints in curb and gutter shall also be provided where expansion joints are located in pavement. Maximum spacing of saw joints shall be 12 feet. Expansion joints with dowel bars in curb and gutter shall be placed at all RPC's, on both sides of drainage structures as detailed in Standard 606001, and all construction joints. The minimum joint depth of the gutter shall be 2 inches and on the curb shall be 1 inch. Two No. 4 reinforcing bars shall be placed across all water or sewer trench crossings. These bars shall be a minimum of 10 feet long and shall be long enough to obtain at least 2 feet of embedment on either side of trench.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

All work required to perform the necessary jointing operation shall be available to begin sawing no later than four hours after the paving operation begins. Said operation shall start four hours after paving begins unless excessive raveling occurs, or unless otherwise approved by the Engineer. The Contractor shall replace sawing blades as needed and coordinate timing of sawing, so raveling does not occur. The Contractor shall provide the necessary work needed to carry on the sawing at the same rate per longitudinal foot as the paving operation.

All joints in the curb and gutter shall be cleaned and sealed with stiff (NP) gray colored material matching the color of the concrete and meeting the requirements of Article 1050.03 of the Standard Specifications for Road and Bridge Construction. Any other proposed joint sealer shall be reviewed by the Engineer and Town prior to use.

All costs shall be included in the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified.

CURB AND GUTTER TRANSITIONS AND THICKNESS

Whenever it is necessary to make a smooth connection between the proposed curb or curb and gutter and the existing curb and gutter, the Contractor shall vary the horizontal and/or vertical dimensions of the proposed curb or curb and gutter as indicated by the Engineer. This work will not be paid for separately but will be considered as included in the contract unit prices for the various curb and curb and gutter pay items and no additional compensation will be allowed.

EXPANSION JOINTS

Expansion Joints shall be placed at 50-foot intervals and between pours in sidewalks. Expansion Joints shall be placed at RPC's, P.C.'s and P.T.'s, on each side of drainage structures as detailed in Standard 606001. The cost of the expansion joints shall be included in the contract unit bid per square foot for sidewalk and per foot for curb and gutter.

SAW JOINTS

This work shall include full-depth sawing of existing pavement or other existing items where the proposed project will match to existing. All work shall be performed in accordance with Section 440 of the Standard Specifications. Saw joints shall be made with a saw blade capable of providing a smooth, sharp edge. Use of milling machines for the final saw cut edge will not be allowed. Saw joints will not be paid for separately but shall be included in the respective removal items in the contract.

Saw joints for improvements including new curb and gutter and driveway pavement shall be included in the unit cost of those pay items. No separate payments shall be made for saw joints on existing surfaces or new surfaces.

DETECTABLE WARNINGS

This work shall be done in accordance with Section 424 of the Standard Specifications except as modified herein. Detectable warning plates located within the multi-use path crossings at

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

intersection shall be Neenah Foundry Company cast iron plates or East Jordan Duralast cast iron plates. This work will be paid for at the contract unit price per square foot for DETECABLE WARNINGS.

REMOVE EXISTING FLARED END SECTION

This work consists of the removal and disposal of existing concrete flared end sections at the locations specified in the plans. This work item shall be performed in accordance with the applicable sections of the Standard Specifications, and as indicated by the Engineer. The work required by this special provision will be measured and paid at the contract unit price per each for REMOVE EXISTING FLARED END SECTION.

EXISTING DRAINAGE MATERIALS TO BE SALVAGED

All removed castings, existing frames, grates, and lids not reused for manhole or inlet adjustment that are of salvageable value, as determined solely by the Town of Normal, shall not be disposed of by the Contractor, but shall remain the property of the Town. These items shall be carefully removed by the Contractor and delivered to the Town of Normal Public Works Garage at 1301 Warriner Street. The Contractor shall obtain a written release from the Department of Public Works as evidence of delivery. The cost of such removal and delivery shall be included in the cost of the appropriate contract removal or adjustment pay item. All existing material not of salvageable value shall be disposed of offsite by the Contractor at the Contractor's expense.

The Town of Normal shall have the sole authority to make the determination as to which existing materials are salvageable. Such determination shall be binding on all parties involved.

STORM SEWER GRADE CHANGE

The Contractor shall be aware that at times the Engineer may require a change in storm sewer elevation due to a utility or other obstruction after consultation with the design Engineer of Record. If such a grade change does not alter the pipe type, any additional excavation, sheeting, or shoring required shall be considered included in the cost of the storm sewer. However, if the revised grade results in a change in pipe type, as set forth in Article 550.03 of the Standard Specifications, payment will be for the revised type of storm sewer.

STORM SEWERS AND PIPE CULVERTS

All Storm Sewers and Pipe Culverts shall be provided in accordance with Sections 542 and 550 of the IDOT Standard Specifications and as noted herein. Storm sewers and Pipe Culverts shall be Class A reinforced concrete pipe.

TYPE 1 FRAME AND LID

This work shall consist of furnishing and installing Type 1 Frame and Lid as noted on the plans and applicable portions of the State Highway Standards, except as modified herein. and details. Type 1

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

Frame and Lid shall be Neenah Foundry Company NO. R-1772 Manhole Frame with Solid Lid or Open Lid Grate; or East Jordan 1022Z1 Manhole Frame with Type 1020A Solid Lid or 1020M1 Grate. Grates shall be bicycle safe grates. All work shall be in accordance with Section 602 and 604 of the Standard Specifications.

CONNECTION INTO EXISTING OR PROPOSED DRAINAGE STRUCTURES

This work shall include furnishing and installing all necessary items to satisfactorily complete the connection as shown in the plans and as determined by the Engineer. A Concrete Collar shall be constructed in accordance with the detail as shown on the plans where storm sewer, or pipe culverts of differing pipe types connect or where new storm sewer, or pipe culverts connects to existing storm sewer or pipe culverts. Work shall also include plugs utilizing brick, mortar, and concrete in pipes and structures due to adjusted or abandoned items. The work and materials for concrete collars, plugs, and connecting the existing or proposed drain tile, underdrains, culvert, or sewer into the existing or proposed sewer structures, shall not be paid for separately, but shall be included in the work for the respective sewer, underdrains, or drainage structure.

ADJUSTING FRAMES AND GRATES

All existing and proposed structure adjustments shall be done with expanded polypropylene (EPP) adjusting rings. The maximum adjustment is 6".

Add the following to Article 602.02 of the Standard Specifications:

"(t) Expanded Polypropylene (EPP) Adjusting Rings (Note 5)1043.05

Note 5. Riser rings fabricated from EPP may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). An adhesive meeting ASTM C 920, Type S, Grade N5, Class 25 shall be used with EPP adjustment rings. The top ring of the adjustment stack shall be a finish ring with grooves on the lower surface and flat upper surface. The joints between all manhole adjustment rings and the frame and cover shall be sealed using the approved adhesive. In lieu of the use of an adhesive, an internal or external mechanical frame-chimney seal may be used for watertight installation. EPP adjustment rings shall not be used with heat shrinkable infiltration barriers."

"1043.05 Expanded Polypropylene (EPP) Adjusting Rings. The EPP adjusting rings shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP rings shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25).

Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface.

Adhesive or sealant used for watertight installation of the manhole grade adjustment

rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to ± 0.063 in. (± 1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface."

PROPOSED DRAINAGE STRUCTURES

All new drainage structures shall be cast-in-place concrete or precast concrete.

INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE

This work shall consist of furnishing and installing Inlets with Special Frame and Grate as shown on the details in the plans. The contract unit price bid per each for Inlet, Special, with Special Frame and Grate shall include all work required to furnish and install the inlet in accordance with the details as shown on the plans. Sections 602 and 604 of the Standard Specifications shall govern the construction of the Inlet, Special and the Special Frame and Grate. The Special Frame and Grate (previously known in the Town of Normal as a Type 50) is intended to be used on curb inlets and shall be as shown in the plan detail. Only cast iron grates shall be used. The Special Frame and Grate shall be a bicycle safe grate. Connection of existing storm sewers, and underdrains, where required, to the Inlet Type Special shall be included in the contract unit price.

This work shall also include furnishing and placing a PCC wedge along the backside (entire length) of inlet curb boxes to completely cover gaps at bolt connections to the inlet frame. The PCC wedge shall be vibrated. All work shall be in accordance with Section 606 of the Standard Specifications.

The inside of the inlet and casting junction shall be "finished" when the casting is set. All structure adjustments shall be done with expanded polypropylene (EPP) adjusting rings. The maximum adjustment is 6".

This work shall be paid for at the contract unit price bid per each for INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE.

INLET FILTERS

This work consists of furnishing, installing, maintaining and removing inlet filters at gutter inlet and gutter inlet/manhole locations in accordance with the Standard Specifications at locations shown in the plans or as determined by the Engineer. The inlet filters shall be of a non-woven geotextile catch bag type that fits inside the casting, held in place by the casting grate and be of high permeability, ≥ 100 gal/min/ft².

Inlet Filters will be checked by the Resident Engineer weekly and after every rain of $\geq \frac{1}{2}$ ". If requested by the Engineer, inlet filters shall be cleaned of debris by the Contractor at no additional cost within 24 hours of notification by the Engineer.

Where existing inlets and gutter inlet/manholes within the project limits are to remain in place, Inlet

Filters shall be installed and remain until complete ground cover is fully established. Inlet Filters shall also be installed in new inlets and manholes within curb and gutter locations after the frames and grates have been installed and Inlet Filters shall remain in place until complete ground cover is fully established.

This work as described herein shall be measured and paid for at the contract unit price per each, for INLET FILTERS.

PIPE UNDERDRAINS, TYPE 1, 4"

This work shall be according to Section 601 of the Standard Specifications and the details shown in the plans including excavation, trenching, and backfill material.

Contractor shall furnish and install pipe underdrain supplier recommended fittings to connect proposed pipe underdrains into existing pipe underdrains, existing and proposed inlets, and existing and proposed manholes, where necessary. This work shall not be paid for separately but included in the cost of PIPE UNDERDRAINS, TYPE 1, 4".

Wherever, in the opinion of the Engineer, it is necessary during the construction of the storm sewer system or pipe underdrains to explore and excavate to determine the location and elevation of existing utilities, culverts, storm sewer, or other underground items, the Contractor shall make exploration and excavation for such purposes. This cost of exploratory excavation will not be paid for separately, but shall be included in the associated storm sewer, inlet, or underdrain pay item requiring the excavation.

This work shall be measured and paid for at the contract unit price bid per foot for PIPE UNDERDRAINS, TYPE 1, 4".

TEMPORARY EROSION CONTROL

Temporary erosion control systems and maintenance shall be the responsibility of the Contractor. The Contractor shall follow the Erosion Control Plan as shown in the plans and in these special provisions. Systems utilized for temporary erosion control shall be in accordance with Section 280 of the Standard Specifications and the latest revision of Standard 280001. Inlet and Pipe Protection shall be placed at all pipes and inlets, and manholes where indicated in the plans. Perimeter Erosion Barrier and Temporary Ditch Checks shall be placed to prevent silt from leaving the project limits. Inlet Filters shall be placed where indicated in the plans. Temporary Seeding and Mulch Method 2 shall be placed to establish groundcover and stabilize surface soil during construction.

Estimated quantities for these items have been included in the Summary of Quantities. No change in the contract unit price will be allowed for additions or deletions from the estimated quantities. Payment will only be made for items satisfactorily installed, maintained, and removed.

The erosion control devices shall be furnished and installed before commencing construction and shall be removed after complete grass cover is fully established. Upon completion of the project, temporary materials used for temporary erosion control shall be removed by the Contractor and become the property of the Contractor. The Contractor shall also be responsible for cleaning, maintaining and replacing the Temporary Erosion Control items during this project as needed or as

requested by the Engineer and prior to acceptance of the project. Additional payment will not be made for maintenance or necessary replacement of Temporary Erosion Control items that may be required during this project.

The Contractor shall certify and follow the Storm Water Pollution Prevention Plan (SWPPP) included with these Special Provisions. Signed copies of the Contractor Certification Statement included with the SWPPP for the Prime Contractor and all Sub-contractors along with other documentation as required in the SWPPP shall be provided to the Town and the Engineer at the Preconstruction Meeting.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as indicated by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as indicated by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE), TEMPORARY ACCESS (FIELD ENTRANCE), or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

HANDHOLE TO BE ADJUSTED

This work shall be done in accordance with Sections 602 and 603 of the Standard Specifications. Castings and handholes shall be adjusted and set at the finished grade elevation.

This work will be paid for at the contract unit price per each for HANDHOLE TO BE ADJUSTED.

UNDERGROUND CONDUIT

This work shall consist of furnishing and installing a conduit of the type and size specified, in accordance with Section 810 of the Standard Specifications except as described herein.

When PVC Conduit is required to be spliced to steel conduit sections, a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

A ¼ inch (6 mm) polypropylene pull rope shall be installed in all conduit runs. A minimum of 6 feet of rope shall be provided in each end of a conduit run.

This work shall be considered as included in the contract unit price per FOOT for UNDERGROUND CONDUIT, PVC, of the size specified.

ELECTRIC CABLE

All proposed signal and service cable shall be tagged with wiring identification markers at each point of access. All handholes, gulfbox junctions, mast arm pole handholes, and controller cabinet shall be considered as points of access.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

Wiring identification markers shall be in accordance with Article 1066.07 of the Standard Specifications. The cost associated with this compliance shall be considered as included in the contract unit price per FOOT for ELECTRIC CABLE of the size and type specified.

DAMAGE TO EQUIPMENT

Any equipment damaged by the Contractor in his/her operations shall be replaced at his/her own expense, and no additional compensations will be allowed.

ELECTRIC CABLE IN CONDUIT, GROUND, NO. 6 1/C

This work shall be in accordance with the latest revision of Standard 873001 and the applicable articles of Articles 801.04, 873.04 and 1076.04(e) of the Standard Specifications with the following modifications.

The controller foundation ground rod shall be located in the double handhole rather than in the foundation. All other foundations shall retain their ground rods as shown on the foundation detail sheet.

This work shall be considered as included in the contract unit cost per FOOT for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C which price shall be payment in full for all work, including clamps, hardware and all equipment required to provide the grounding system described above.

UNINTERRUPTABLE POWER SUPPLY, STANDARD

The supply and installation of the UPS shall be in accordance with Section 862 of the Standard Specifications in addition to the following:

The modification of the existing concrete foundation to Type C dimensions, the proposed UPS cabinet shall be of the NEMA Type III with ground mount dimensions as listed in Article 1074.04 (b)(2)e.

To maintain compatibility with current UPS systems, the UPS systems supplied in this contract shall be Alpha Technologies brand, model FXM 1100c.

The inverter/charger, power transfer relay, and the manual bypass shall be installed inside the proposed traffic signal controller cabinet.

The UPS shall be equipped with the ethernet port.

The external battery cabinet shall be attached to the traffic signal controller cabinet via stainless steel bolts, flat washers and nuts of the size that is acceptable to the engineer. The battery cabinet shall be fastened in all four corners to the traffic signal cabinet.

The contractor shall cut an access hole through both adjacent cabinet walls of adequate size to accommodate the UPS cable. The contractor shall install a grommet around the edge of the hole

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

that will fit firmly and protect the cable insulation from damage. The UPS cable shall be routed through the hole.

Compliance with this special provision shall be considered as included in the cost of UNINTERRUPTABLE POWER SUPPLY, STANDARD and no additional compensation will be allowed.

TRAFFIC SIGNAL POST

This work shall be in accordance with Section 875 of the Standard Specifications except that in addition to the fabric post tightener, a pipe wrench shall also be an acceptable method of screwing the post to the base.

All traffic signal posts shall be aluminum provided with pole-base collars.

The Contractor shall protect the finish of the post by placing wood blocks in the jaws of the pipe wrench or by other means acceptable to the Engineer.

Post shall be field tightened to the base.

The access cover shall be installed in the direction away from traffic.

FULL-ACTUATED CONTROLLER AND CABINET, SPECIAL

This work shall be in accordance with the applicable Articles of Sections 857, 1073, and 1074 of the Standard Specifications with the following modifications:

The cabinet furnished under this contract shall be in accordance with the Section 857 of the Standard Specifications.

The cabinet shall be equipped with a NEMA TS2 Type 1 controller. The sequence and phasing of the controller shall be as shown in the plans. The controller shall be the Econolite Cobalt controller with EOS Software.

It is the intent of the Department that the proposed cabinet is compatible to being connected to a fiber optic network. A distribution enclosure shall be installed in accordance with Section 864 of the Standard Specifications. The distribution panel shall be connected to an ethernet switch via fiber optic jumpers. The ethernet switch shall be connected to the controller via ethernet jumper cables.

The new distribution enclosure shall be under the shelf mounted using LC connectors. The distribution enclosure shall be the Multilink Model# FRM-2RU-4X-SO. The distribution enclosure shall be of adequate capacity to accommodate a minimum of 48 fiber terminations.

The controller, conflict monitor, APS system, and the uninterruptible power source shall be equipped with ethernet ports for communication. Cat. 5 ethernet jump cables shall be provided for connecting the devices to the ethernet switch. The ethernet switches will be paid for per the appropriate pay item.

The manufacturer's representative shall be on site for the traffic signal turn-on.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

The Contractor shall provide the names and phone numbers of two technicians who would be able to respond to controller malfunctions that occur within the 30-day acceptance period after the controller is turned on. If neither person can be reached at the time of the malfunction or can be at the location within 2 hours of receiving the call, an available electrician capable of evaluating and correcting the malfunction may be called at the owner's discretion. All Invoices resulting from defective operation of the controller or cabinet shall be the responsibility of the Contractor.

CONTROLLER CABINET

The cabinet shall also be furnished with a manual control switch and manual cord with the police compartment door as incidental to the controller work.

A clear plastic cover, or other high strength nonconductive cover, shall be installed over, and completely cover, the power panel and the power terminals for the thermostatically controlled exhaust fan. The cover shall completely shield the wires, and circuit breaker wires from accidental contact.

The door toggle switches shall be protected from accidental contact by a hinged cover or metal fins. The fins shall extend beyond the switches, in a manner like the terminals on the back panel. A resealable plastic plan holder shall be installed on the cabinet door. The holder shall be at least 12 inches high and 18 inches wide and shall open from the side.

The controller cabinet and components shall be fully wired and sized for the future expansion and use of all either phases, four pedestrian movements, and four overlaps. Pedestrian phases shall always be serviced by load switched 9, 10, 11, 12 corresponding to pedestrian phases 2, 4, 6, 8 respectively. The cabinet equipment shall be furnished with SDLC ports for communication between the controller and other cabinet components. A 16-position load bay shall be provided to accommodate future expansion.

This work shall be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL, the price of which shall include the cost for all of the work and material described herein and includes furnishing, installing, delivery, handling, testing, set-up and all appurtenances and mounting hardware necessary for a fully operational video vehicle detection system.

ETHERNET SWITCH

This work shall include supplying, installing, and powering ethernet switches at locations designated in the plans for the purpose of interfacing with fiber optic network(s). Programming or configuring the switch shall be done by others. The ethernet switches provided for this contract shall be of the managed type or the unmanaged type as they are noted in the plans per location.

The ethernet switches shall be managed and shall be Control RocketLinux ES8509-XT.

Managed ethernet switches shall be equipped with Control SFP (small form-factor pluggable) Single-Mode 10KM 1000BASE-GLX (Extended Temperature) transceivers.

All fiber optic jumpers necessary to connect SFP's to the fiber optic distribution enclosure shall be included in this pay item.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

This work shall be paid for per the contract unit cost each for Ethernet Switch and shall include the work as described herein. No additional compensation will be allowed.

MODIFY EXISTING CONTROLLER FOUNDATION

This work shall be in accordance with the applicable Articles of Sections 878, 1006 and 1020 of the Standard Specifications with the following modifications:

This pay item shall consist of modifying, as necessary, an existing controller cabinet foundation to accommodate a Type IV controller cabinet.

The modified foundation shall extend a minimum of six (6) inches above the existing grade.

The Contractor shall install additional ¾" diameter anchor bolts, as required, with a minimum length of 12" to fully capture all four corner mounting tabs on the Type IV cabinet base.

The Contractor shall suspend the existing cabinet as required to construct the modified foundation.

The Contractor shall furnish and install all items required to modify the existing foundation including but not limited to anchor bolts, hardware, and all other items required to modify the existing foundation.

The Contractor shall dispose of all surplus material in accordance with Article 202.03 of the Standard Specifications.

All work shall be performed to the satisfaction of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per EACH for MODIFY EXISTING CONTROLLER FOUNDATION, which price shall be payment in full for all labor, materials, and equipment required to modify the existing concrete controller foundation to accommodate the proposed Type IV controller cabinet as described above, complete.

SPARE FULL-ACTUATED CONTROLLER, SPECIAL

This work shall consist of furnishing a spare full-actuated controller to the Town of Normal in accordance with Section 857 and Article 1073.01 of the Standard Specification, except as described herein.

The controller shall be the same type and model as that provided in this contract for the intersection traffic signals and shall be programmed identically.

This work will be paid for at the contract unit price per EACH for SPARE FULL-ACTUATED CONTROLLER, SPECIAL.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT

Description. Work under this pay item shall include all tools, materials, equipment, and labor necessary to successfully remove all components, hardware, and other applicable items of the existing video detection system within the existing controller cabinet and reinstall into the new traffic signal controller cabinet, test, troubleshoot, and place into operation to the satisfaction of the Engineer.

The existing video detection cameras shall not be removed but shall remain in place.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

UNDERGROUND CONDUIT, HDPE, 4" DIA.

Description

This work shall consist of furnishing Installing, splicing, connecting and demonstrating continuity of a fiber optic conduit system of the size specified herein and as shown in the Plans. The conduit system shall be manufactured by Dura-Line or Blue Diamond Industries.

Materials

The conduit and fittings shall meet the requirements of Article 1088.01(c) of the Standard Specifications, except as modified herein. The conduit system shall include no less than six (6) innerducts. Three (3) 1.25 in diameter standard HDPE conduit and three (3) 18 mm outside diameter (O.D.), 14 mm inside diameter (I.D.) micro-ducts shall be contained inside an HDPE protective outer sheath with a minimum thickness of 0.07 in.

The overall conduit system shall have a maximum nominal 4 in. outside diameter with a supported bend radius of 56 in., an unsupported bend radius of 93 in., and a safe working pull strength of 6,880 lbs.

Conduit shall be free from holes, blisters, inclusions, cracks, or other imperfections that would affect the performance or serviceability of the product.

Conduit shall be constructed of polymeric materials, which are lightweight, flexible, corrosion resistant and nonconductive. The base material shall be clean virgin-grade high-density polyethylene (HDPE), which conforms to ASTM D3350-98a, Type III, Category 5, Class B or C and Grade P- 34 per ASTM D1248-84 or equivalent.

The base HDPE material shall conform to the following minimum mechanical properties:

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

| Description Property | ASTM Standard | Value |
|--|---------------|--|
| Density | D1505 | 0.940-0.950 g/cm ³ |
| Melt Index (E) | D1238 | 0.10 - 0.35 g/10 Minutes |
| Environmental Stress Crack Resistance (ESCR) | D1693 | 192.0 hrs (per ASTM D3350) |
| Tensile @ Yield (min) | D638 | 2500 - 3200 psi (1,700 - 2,200 N/cm ²) |
| Elongation | D638 | 300% |
| Flexural Modulus (min) | D790 | 115,000 psi (790,000 kPa) |
| Hardness | D2240 | 60 Shore D |
| VICAT Softening Point | D1525 | 248°F (120°C) |
| Brittleness Temperature | D746 | -94°F (-70°C) |

Micro-ducts shall be smooth on the outside and ribbed on the inside. The inside shall have a co-extruded permanent layer of silicone to provide a permanent low friction boundary layer between the micro-duct and the fiber optic cable for the anticipated service life of the micro-duct.

Standard available micro-duct colors shall be blue, orange, green, brown, grey, white, and red, or other colors as approved. Micro-ducts shall be individually colored and be sequentially numbered every two feet. Colors shall be protected from ultra-violet (UV) degradation by the incorporation of Hindered Amine Light Stabilizers (HALS) to allow for two years of outside storage UV protection. The duct material shall be compounded with antioxidant additives to prevent thermal degradation.

All 18/14 mm micro-ducts shall have a minimum safe pull strength of 3,500 lbs., a minimum sustained air pressure of 300 PSI, and a minimum burst pressure of 475 PSI.

The micro-duct system shall be equipped with an integrated 20 AWG (minimum) copper wire, insulated and installed within the oversheath that is designed to be used for underground utility locating purposes. Continuity of the tracer wire must be maintained at all points. Submittal information shall demonstrate how the tracer wire continuity will be maintained throughout the micro-duct run. Connection devices used shall be as approved by the tracer wire manufacturer, except wire nuts of any type are not acceptable and shall not be used.

The Contractor shall perform a locate or conductivity test as a part of the final documentation.

Conduit shall be supplied on 3,500 ft reels (or larger as equipment and installation techniques permit) to minimize the number of conduit splices. Fittings shall be mechanical or glued splices that preserve the seamless surface on the inside of the conduit. Fittings shall be capable of developing a minimum of 75% of the rated tensile (pull) strength of the conduit.

Installation

Installation of conduit shall be in accordance with Article 810.04 of the Standard Specifications and as specified herein in accordance with manufacturer's specifications, and as specified herein.

Pulling Tension

Pulling tension of the conduit shall be monitored throughout the pull, and pulling tension shall not exceed the specific manufacturer maximum pulling tensions as indicated in the catalog cut submittal. Failure to monitor the pulling tension will result in non-payment of that particular conduit

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

span and the span shall be reinstalled with new duct at no additional cost to the Town of Normal. Lubricants used shall be compatible with the conduit and ducts.

Handholes/Communications Vaults

Where conduit passes through handholes or vaults, the conduit shall be cut cleanly and rough edges removed to prevent damage to cable being coiled and stored in the handhole or vault.

Bends

Minimum bending radius shall be in accordance with the manufacturer's recommended radius. Bends shall be made so that the duct will not be damaged and the internal diameter of the duct will not be effectively reduced. The degrees of bend in one duct run shall not exceed 360° between termination points.

In Trench

The trench shall be closed and the site restored to match the surrounding conditions after all loose stones have been removed and all protruding stones have been removed or covered with backfill material as directed by the Engineer.

Where duct is shown to be installed in a trench, it shall be installed at a depth not less than 30 inches unless otherwise indicated in the Plans or specifically directed by the Engineer.

Plowing is allowed in lieu of trench and backfill. Unless otherwise indicated or specifically approved by the Engineer, plowing of innerduct shall lay the duct in place and shall not pull the duct through the length of the cut behind a bullet-nose mandrel or similar apparatus. In all cases, plowing operations shall be non-injurious to the duct. The disturbed surface shall be restored to match the surrounding conditions after completion of conduit installation.

Post Installation Testing

The Contractor shall perform post installation testing on all conduit and ducts prior to installing fiber optic cable. As a minimum, tests shall include: an air test, a foam sponge test, a plastic sphere test and a pressure test.

Each duct shall be tested for continuity by blowing a sponge and then a plastic sphere (approximately 80% of the inside duct diameter) from one end to the other and each duct shall be pressure tested in accordance with the manufacturer's procedures to ensure that the duct will pressurize and hold air pressure for a specific amount of time.

The Contractor shall perform acceptance testing of the ducts in accordance with the manufacturer's recommended practices. Testing, at a minimum, shall demonstrate that the ducts are installed and assembled correctly, are air-tight, and have had no reduction of the interior diameter. Each duct shall be pressurized to check for leaks and other problems that would prevent the installation of fiber optic cable in the future. All testing shall be performed in the presence of the Resident Engineer. The Contractor shall submit testing results to the Town of Normal. The Contractor shall correct deficiencies to the satisfaction of the Engineer.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

The Contractor shall submit testing information and procedures to the Town of Normal for review and approval included in the conduit submittal prior to ordering material.

A cable marking tape shall be installed above the conduit system according to Article 810 of the Standard Specifications. The color of the tape shall be red with large black lettering which reads "WARNING – FIBER OPTIC CABLE BELOW" or similar.

The Contractor shall submit catalog cut sheets for the conduit, micro-ducts, splice kits, and all installation and testing documents to the Town of Normal for review prior to ordering.

Method of Measurement

This work will be measured for payment in feet in place. Measurements will be made in straight lines along the centerline of the conduit between ends and changes in direction.

Vertical measurement of the duct shall be as follows:

For runs terminating at junction boxes and/or control cabinets, the vertical measurement will be made from the bottom of the trench, or horizontal raceway, to a point 18 inches beyond the center of the junction box or control cabinet.

For runs terminating at poles, the vertical measurement will be taken from the bottom of the trench, or horizontal raceway, to a point 18 inches beyond the center of the pole handhole.

Basis of Payment

This item will be paid for at the contract unit price per foot for UNDERGROUND CONDUIT, HDPE, 4" DIA.

APS EXTENSION BRACKET

This work shall consist of furnishing and installing an extension bracket for an APS pushbutton station onto an existing traffic signal post or mast arm pole.

The APS extension bracket shall meet the following specifications:

- Design allows either MPS or APS devices be mounted to the bracket
- Available in telescoping sizes with field adjustable length and static sizes
- Compatible with most APS devices in the market
- Wire chase for service entry
- Adjustable mounting saddles allow easy banding or bolting to any size pole
- All aluminum design is vandal/weatherproof
- Machined 6061 T6 aluminum with a black powder coat finish
- All stainless steel mounting hardware

The Contractor shall install the extension bracket in accordance with the manufacturer's recommendations. Extension brackets shall be sized as required to provide a maximum 10" clearance from the edge of the pavement to the APS pushbutton in accordance with MUTCD requirements.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

Installation: The Contractor shall install the proposed APS stations with the sign housing/button arrow parallel to the crosswalk. The Contractor shall furnish and install additional hardware, including a swivel kit, as required to meet this alignment requirement at locations determined by the Resident Engineer in addition to the locations listed in the plans.

Anto-seize paste shall be installed on all threaded connections.

Basis of Payment: This work will be paid for at the contract unit price per EACH for APS EXTENSION BRACKET and shall be payment in full for all labor, materials, and equipment required to furnish and install the APS extension bracket as described above, complete.

ACCESSIBLE PEDESTRIAN SIGNALS (APS)

This work shall consist of furnishing and installing Accessible Pedestrian Signals (APS) that meet the requirements of the MUTCD, Sections 801 and 888 of the Standard Specifications, and the BDE special provision for Accessible Pedestrian Signals (APS), except as modified herein.

Railroad Preemption. At locations with railroad interconnection APS pushbutton shall be capable of receiving a railroad preemption similar to a traffic signal controller and shall be hard wired to the railroad preemption relay inside the traffic signal cabinet. A shelf mount control unit shall be provided and installed inside the cabinet capable of receiving and transmitting the railroad preemption to all the push buttons.

At railroad intersections all APS pushbuttons shall use the speech message and shall follow the below speech models.

Network Connectivity. APS system shall have an Ethernet port located in the cabinet for networking purposes.

During Don't Walk: "Wait to cross 'Street Name', Caution. Walk time shortened when train approaches" - this does not repeat, plays only once with every push button press.

During Walk: "Walk sign is on to cross 'Street Name'", - this repeats as many times as possible during Walk interval only.

During Railroad Preemption: All push buttons at same time "Train Approaching" – this message shall be repeated two times.

At locations with emergency vehicle preemption, No additional speech message shall be provided.

Basis of Payment: This work as described herein and all labor, materials, and equipment shall be paid for at the contract unit price per EACH for ACCESSIBLE PEDESTRIAN SIGNALS.

CONDUIT SPLICE

Description: This work shall consist of locating and intercepting the existing conduit at locations as shown on the plans or as directed by the Engineer. The Contractor shall locate the conduit, cut the conduit, and make any preparations to the existing conduit in order to connect the proposed conduit.

Construction Requirements: This pay item shall include the necessary work to splice the conduit as shown on the plans. This work shall conform to Section 810 of the IDOT "Standard Specifications for Road and Bridge Construction". The existing conduits shall be exposed and cut at the location shown on the plans or as directed by the Engineer. Coupler shall be rated for joining the conduit(s) material types and be UL listed.

Basis of Payment: This work shall be paid for at the contract unit price each for CONDUIT SPLICE which shall include all connections, material, and labor necessary to locate the existing conduit, prepare the existing conduit for connection to the new conduit, and the threaded coupling. The new conduit shall be paid for separately.

RAILROAD INTERCONNECT CABLE

The cable shall meet the requirements of Section 873 of the Standard Specifications, except for the following:

Add to Article 873.02 of the Standard Specifications:

The railroad interconnect cable shall be three conductor stranded #14 copper cable in a clear polyester binder, shielded with #36 AWG tinned copper braid with 85% coverage, and insulated with .016" polyethylene (black, blue, red). The jacket shall be black 0.045 PVC or polyethylene.

Add the following to Article 873.05 of the Standard Specifications:

Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE IN CONDUIT, RAILROAD, NO. 14 3C, which price shall be payment in full for furnishing, installing, and making all electrical connections in the traffic signal controller cabinet. Connections in the railroad controller cabinet shall be performed by railroad personnel.

REMOVE EXISTING TRAFFIC CONTROLLER AND CABINET

Description.

Removal of existing traffic signal controller and cabinet shall be according to Article 895.05 of the Standard Specifications

Add the following to Article 895.05 of the Standard Specifications:

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

All equipment to be returned shall be delivered by the Contractor to the Town of Normal, as directed by the Engineer. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide five copies of a list of equipment that is to remain the property of the Town, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed), and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected. The Contractor shall be responsible for the condition of the traffic signal equipment from the time the Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the Town indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the Town. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the Town for any reason shall be replaced with new equipment meeting the requirements of these specifications at no cost to the contract.

Add the following to Article 895.08 of the Standard Specifications:

Basis of Payment. Removal and relocation will be paid for at the contract unit price EACH for REMOVE EXISTING TRAFFIC CONTROLLER AND CABINET.

TIMBER RAILING

Description: This work shall consist of furnishing and installing timber railings, posts, and associated appurtenances.

Materials shall be in accordance with Section 507 and timber shall be treated according to Article 1007.12 of the Standard Specifications.

Post: The post shall be cast in a 12" diameter concrete base 4'-2" in length with 4'-0" below the ground line and a 2" protrusion above ground. This is shown on the details sheets in the plans.

Railing and Hardware: The timber railing and hardware shall be according to Section 507 of the Standard Specifications, except the timber railing shall be treated and not painted.

Method of Measurement: This work shall be measured for payment in feet along the top edge of the rail elements and all appurtenances, continuous through laps and splices. Hardware will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for TIMBER RAILING.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL)

Description: This work shall consist of furnishing and maintaining an Engineers Field Office and shall be according to Section 670, Articles 670.01, 670.02, and 670.07 of the Standard Specifications except as modified below with respect to the railroad flagman:

For projects exceeding 30 days of construction, contractor shall provide the flagman a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the project.

Basis of Payment: This work will be paid for at the contract unit price per CAL MO for ENGINEER'S FIELD OFFICE, TYPE A (SPECIAL).

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

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

No construction shall commence until such time that all required signs and barricades have been erected. The Contractor shall also be responsible for notifying the Town of Normal Department of Engineering, the Illinois Department of Transportation, Connect Transit, the Normal Fire Department, the Normal Police Department, the U.S. Postal Service, Unit 5 School District, Illinois State University, and the Bloomington-Normal Water Reclamation District no less than 72 hours prior to any lane closure or changes in travel patterns and shall notify the same agencies prior to opening the street.

Special attention is called to the following sections of the Standard Specifications, the State Standards, and the special provisions relating to traffic control:

Standard Specifications:

- Article 105.03 (b) – Traffic Control Deficiency Deduction
- Article 107.09 – Public Convenience and Safety
- Article 107.14 – Maintenance of Traffic
- Article 107.15 – Dirt on Pavement or Structures
- Article 107.25 – Protection and Restoration of Traffic Signs
- Section 701 - Work Zone Traffic Control and Protection
- Section 703 - Work Zone Pavement Marking
- Section 780 – Pavement Striping
- Section 783 - Pavement Marking and Marker Removal
- Section 1106 – Work Zone Traffic Control Devices

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

Highway Standards:

| | | | | | |
|--------|--------|--------|--------|--------|--------|
| 701001 | 701006 | 701011 | 701201 | 701301 | 701311 |
| 701901 | | | | | |

Recurring Special Provisions:
none

Design and Environment Special Provisions:
Work Zone Traffic Control Devices

Fire hydrants on or adjacent to the work site shall be kept accessible to fire-fighting equipment at all times.

Any unattended obstacle, excavation, inlet, manhole, valve, pavement drop-off, or other appurtenance in the work zone shall be protected with drums or barricades. All traffic control devices and barricades throughout the project shall remain in place until the entire project location is substantially complete, or as otherwise indicated by the Engineer.

The Contractor shall furnish and install steel plates over storm sewer trench locations as needed to maintain traffic during removal, installation, backfill, and patch curing timelines.

Temporary Pavement Marking Type IV Tape shall be used on all final pavement wearing surfaces when permanent markings are not used. Temporary pavement marking paint shall be used on milled or HMA binder surfaces.

The Contractor shall place additional traffic control whenever conditions warrant or whenever requested to do so by the Engineer.

All traffic control and protection, temporary and short-term pavement markings, changeable message signs, permanent surveillance, work zone pavement marking removal, signs, barricades, equipment, maintenance and labor to install, maintain, relocate, and remove same shall not be paid for separately but shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

SEQUENCE OF OPERATIONS

The sequence of operations shown on the Maintenance of Traffic plans are described below. No deviation from the sequence will be permitted except by written permission from the Engineer and Town.

Stage 1 – Construction of the North Side of the 3-lane section (Westbound Lane)

- Stage 1 is intended to be constructed with Stage 1A of the College Avenue West project.
- Prior to the commencement of roadway work, work zone speed and advisory signs and necessary traffic control signage and appurtenances shall be installed.
- Maintain 1-lane of one-way traffic going Eastbound between a point approximately 200' west of the railroad tracks and White Oak Road.

FAU Route 6352 (West College Avenue)
75 ft west of NS Railroad to
White Oak Road / County Highway 70 (FAU 6385)
20-00271-01-PV
Town of Normal, McLean County

- Westbound College Avenue traffic operates as a t-intersection with no lane closures east of White Oak Road.
- Northbound and southbound White Oak Road traffic shall not have access to College Avenue west of White Oak Road.

Stage 2 – Construction of the North Side of the 3-lane section (Westbound Lane)

- Stage 2 is intended to be constructed with Stage 1B of the College Avenue West project.
- Maintain 1-lane of one-way traffic going Westbound between a point approximately 200' west of the railroad tracks and White Oak Road.
- Westbound College Avenue traffic operates as normal with no lane closures east of White Oak Road.
- Northbound and southbound White Oak Road traffic operates as normal with no lane closures.

COMMITMENTS

Any required tree removal shall not occur between April 1st and September 30th.

All work, staging, and otherwise-impacted areas must be mowed prior to equipment/impact and kept mowed at/below 8" in height for the duration of the project.

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Improvement Projects impacting the Railroad, the Railroad’s Public Improvements Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights-of-way until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Public Improvements Engineer.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the Contractor proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad Protective Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the NS Construction Checklist (refer to Appendix J) have been completed.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
 - C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. INTERFERENCE WITH RAILROAD OPERATIONS:
- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Railroad Protective Services or inspection service shall be deferred by the Contractor until the Railroad Protective Services or inspection service required by the Railroad is available at the job site.
 - B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
 - C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
 - D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.
4. TRACK CLEARANCES:
- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for Railroad Protective Services as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

- b. The contractor should anticipate a minimum of 45 days for NS and their GEC to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.
- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The

position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane,

counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or the Railroad Engineer's authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such Railroad Protective Services as the Railroad may require.

- d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at the Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
 2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in the Railroad representative's opinion, blasting is too hazardous or is not in accord with these special provisions.
 3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if the blasting consultant concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.

- e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address, and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.

- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any

associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Engineer's authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. RAILROAD PROTECTIVE SERVICES:

A. Requirements:

1. Railroad Protective Services will not be provided until the Contractor's insurance has been reviewed and approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for Railroad Protective Services required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by Railroad Protective Services.
3. Normally, the Railroad will assign one Railroad Protective Services personnel to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) Railroad Protective Services personnel may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, Railroad Protective Services personnel may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the Railroad Protective Services personnel a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the Railroad Protective Services personnel can check in/out with the Project, as well as to the Railroad Protective Services personnel's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and

have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the Railroad Protective Services personnel's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad Protective Services should be scheduled to limit the presence of such personnel at the site. Railroad approval will be required for any Railroad Protective Services requests in excess of 40 hours per week, and in such cases, should be limited to a maximum of 50 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, the Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. The Railroad Protective Services personnel may not be provided until the job site meeting has been conducted and the Contractor's work has been scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of the intent to begin work within Railroad right-of-way in accordance with this special provision, and must receive written or verbal confirmation of this request from the Railroad representative. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 10 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if Railroad Protective Services will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If Railroad Protective Services are required, no work shall be undertaken until the Railroad Protective Services personnel is present at the job site. It may take 30 days or longer to obtain Railroad Protective Services initially from the Railroad. When Railroad Protective Services begin, the Railroad Protective Services personnel is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If Railroad Protective Services become unnecessary and are suspended, it may take 30 days or longer to again obtain Railroad Protective Services from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before Railroad Protective Service may be discontinued and responsibility for payment stopped.
4. If, after the Railroad Protective Services personnel is assigned to the project site, an emergency arises that requires the personnel's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the personnel is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of Railroad Protective Services which may be required to accomplish the construction.

2. The estimated cost of Railroad Protective Services is the current rate per day based on a 12-hour workday. This cost includes the base pay for the Railroad Protective Services personnel, overhead, and includes a per diem charge for travel expenses, meals, and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the personnel who is available Railroad Protective Services at the time the service is required.
3. Work by Railroad Protective Services in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by Railroad Protective Services in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the Railroad Protective Services rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Railroad Protective Services costs are subject to change. The above estimates of Railroad Protective Services costs are provided for information only and are not binding in any way.

D. Verification:

1. The Railroad's Protective Services personnel will electronically enter Railroad Protective Services time via the Railroad's electronic billing system. Any complaints concerning Railroad Protective Services must be resolved in a timely manner. If the need for Railroad Protective Services is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to the Railroad Engineer.
2. The Railroad Protective Services personnel assigned to the project will be responsible for notifying the Sponsor's Representative upon arrival at the job site on the first day (or as soon thereafter as possible) that Railroad Protective Services begin and on the last day that the Railroad Protective Services personnel performs such services for each separate period that services are provided. The Sponsor's Representative will document such notification in the project records. When requested, the Sponsor's Representative will also sign the Railroad Protective Services personnel's document(s) showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance,

necessary watching and Railroad Protective Services thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

- C. No one is allowed within 25' of the centerline of track without specific authorization from the Railroad.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the Railroad.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and Railroad Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without Railroad Protective Services personnel authorized to obtain track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad official and Railroad Protective Services personnel.
- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad official and Railroad Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 4.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Railroad Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Railroad Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.

- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and Railroad Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad Protective Services personnel to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.
 - 2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
 - 3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
 - 4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

5. All insurance required in Section 14.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
 6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.
 7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
 8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 14.A shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.
 9. All policies required in Section 14.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
 10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Norfolk Southern Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
 11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 14.A shall be disclosed and approved by Norfolk Southern Railway with a request made for approval to NSRISK3@nscorp.com.
 12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 14.A.
- B. In addition to the insurances required in Section 14.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:
- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion

- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) An Endorsement that limits or excludes Professional Liability coverage
- (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (7) An Endorsement that excludes TRIA coverage
- (8) A Sole Agent Endorsement
- (9) Any type of deductible endorsement or amendment
- (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
 Norfolk Southern Corporation and its subsidiaries
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 14.A and 14.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railway. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railway at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 14.A shall be issued to the Railway at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. Please provide point of contact information with the submission including a phone number and email address.

 For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

 Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #
 2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms

and endorsements along with the policy forms and endorsements as required in Section 14.B.

- b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 14.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Sponsor's Project No.: _____

E.1 Minimum Specifications for Third Party Protective Services

This Appendix E.1 provides the minimum specifications for third party contractors and their personnel to qualify as Flagmen for purposes of providing protective services on behalf of a Project Sponsor that performs construction work affecting NS tracks, right of way, or operations. For purposes of this Appendix, references to Project Sponsor includes any contractors of Project Sponsor who are retaining services on behalf of the Project Sponsor. To be eligible for a Project Sponsor to retain an Organization, the Organization, the Management Team, and the contracted Flagman (all as defined herein or elsewhere in this Manual) must meet the minimum requirements set forth in this Appendix E.1 and the Project Sponsor must choose from a list of NS-approved Organizations prior to hiring that Organization to conduct protective services on NS property on behalf of the Project Sponsor.

Once the Organization complies with the requirements set forth for the Organization, its Management Team, and Flagmen in accordance with the minimum qualifications set forth in this Appendix E.1, the Organization may request to be included on NS's list of approved third party contract protective service companies that may be directly hired by Project Sponsors. Organizations must submit along with the request to Norfolk Southern: (1) a document from a third-party contractor/supplier risk assessor, such as ISN Software Corporation, affirming that they have met the qualifications in accordance with this Appendix E.1, (2) certificate(s) of insurance demonstrating coverage as required by NS, and (3) documentation demonstrating that the Organization currently employs at least 25 individuals meeting the eligibility requirements for Flagmen.

1. Definitions

In addition to the definitions set forth in section 3 of the Manual, for purposes of this Appendix E.1, the following definitions apply. Nothing in this Appendix pertains to or changes any requirements regarding flagging conducted by NS employees.

Management Team: The leadership team in the Organization who oversees the workers that are qualified to perform protective services and who are responsible to ensure that all necessary qualifications are met and maintained for Flagmen in their Organization.

Organization: A third party contractor retained by a Project Sponsor who hires workers that are qualified to be Flagmen on NS property on behalf of the Project Sponsor performing work affecting NS tracks, right of way, or operations

2. Minimum Regulatory Qualifications and Compliance Standards¹ for Organizations

In order to be considered eligible to conduct protective services on NS property, an Organization shall obtain FRA approval (or similar review and acceptance) of and be compliant with its plans covering the following:

- 49 CFR Part 219: Drug and Alcohol Testing for maintenance of way employees
- 49 CFR Part 243: Training, Qualification, and Oversight for Safety-Related Railroad Employees
- Any other regulatory obligations relating to the provision of protective services as may be promulgated by FRA.

¹ Certain of these federal regulations by their terms may apply only to contractors working on behalf of railroads, but in order for others to provide protective services on NS lines, NS requires the same level of compliance for contractors working on behalf of Project Sponsors, in addition to appropriate coordination and communication with NS personnel in accordance with the Special Provisions.

The Organization shall qualify its field personnel working as Flagmen under the following, as applicable to the safety of the protective services to be provided:

- 49 CFR Part 213 Subparts B through E: Track & Structures Compliance
- 49 CFR Part 214 Subpart C: Roadway Worker Protection
- Any other regulatory obligations relating to the safety of the provision of protective services as may be promulgated by FRA.

3. Minimum Standards for Organization's Management Team

In order to be considered eligible to conduct protective services on NS property, an Organization's Management Team must have the following, at a minimum:

- an existing relationship in good standing with NS, and
- 15 years of continuous experience with a Class I freight railroad as a railroad officer or a supervisor of a MW&S field contractor, or 10 years of continuous experience with NS as an NS officer or a supervisor of a MW&S field contractor, and
- 5 years of continuous experience providing railroad protective services on Norfolk Southern or serving as a roadway worker in charge (RWIC) on NS OR 10 years of similar continuous experience on other Class 1 freight railroad(s), and
- No large gaps (more than 6-12 months) of experience.

4. Minimum Standards Organization Must Maintain for Individuals to be Flagmen

In order to be considered eligible to conduct protective services on NS property, Organizations must ensure that each Flagman have the following, at a minimum:

a. Former NS RWIC-Qualified Employees

- Either (1) 20 years' experience with last position held as a supervisor track inspection (STI)/ assistant track supervisor (ATS), Foreman, or higher, OR (2) 20 years' experience as a RWIC, and
- Completed a 24-hour refresher course, and
- Demonstrated to the Organization's Management Team the competency of the individual to safely perform track protection, with minimum of 40 hours spent on NS network under the direct supervision of the Organization's qualified Flagman.

b. Other than Former NS RWIC-Qualified Employees

- (i) A person possessing 20 years of service as RWIC while employed by a Class I or Class II freight railroad must have:
 - Completed 40 hours of instructor led interactive training, and
 - Completed 80 hours of field training under direct supervision of the Organization's qualified Flagman while on NS lines, and
 - Demonstrated to Organization's Management Team the competency of the individual to safely perform Protective Services, with a minimum of 40 hours spent on NS network under the direct supervision of the Organization's qualified Flagman.
- (ii) A person possessing either an associate's degree in a construction-related discipline, military service (honorable discharge), 10 years as a construction supervisor or foreman, or 5 years of service as RWIC while employed by a Class I or Class II freight railroad, must have:
 - Completed 80 hours of instructor-led interactive training, and

- Completed either (i) 3 months of field training under direct supervision of Organization's qualified Flagman while on NS lines, OR (ii) 6 months' combined experience serving as the Organization's flagman on another Class I or Class II freight railroad or serving under the direct supervision of the Organization's qualified Flagman while on NS lines, and
 - Demonstrated to Organization's Management Team the competency of the individual to safely perform Protective Services, with a minimum of 40 hours spent on NS network under the direct supervision of the Organization's qualified Flagman.
- (iii) A person not meeting any of the above experience and/or educational requirements, but possessing 12 months' combined experience serving as the Organization's flagman on another Class I or Class II freight railroad or under the direct supervision of the Organization's qualified Flagman while on NS lines must have:
- a. Completed 160 hours of instructor led interactive training, and
 - b. Completed an additional 80 hours of field training under direct supervision of Organization's qualified Flagman while on NS lines, and
 - c. Demonstrated to Organization's Management Team the competency of the individual to safely perform Protective Services, with a minimum of 40 hours spent on NS network under the direct supervision of the Organization's qualified Flagman.
- (iv) All other persons are not to be considered as adequately experienced for the purpose of providing protective services on NS lines.

5. NS Requirements for Project Sponsors Directly Hiring Organizations to Provide Protective Services

The Project Sponsor retaining the Organization will need an agreement with NS permitting it to use a third-party contractor to conduct track protection services for the Project Sponsor's project on NS property. The Project Sponsor may only retain an Organization that is on NS's list of approved protective services Organizations, and the Project Sponsor will ensure, by including in its agreement with the Organization, that the Organization meets the following requirements of NS, which list may be modified by NS from time to time:

- Appropriate insurance coverage
- Participation in the NS vendor safety program (ISN Software Corporation, or other similar entity as determined by NS)
- Participation in software licensing and mobile device management, including:
 - Comply 365
 - Remote Field Operations
 - Delivr
- Compliance with data security requirements
- Appropriate indemnifications inuring to the benefit of NS


Project Sponsors must require that the Organization follow Norfolk Southern's notification and job briefing requirements as set forth in the Manual and applicable NS rules. Organizations are responsible to supply their own radios, derails, cell phones, and any other equipment that may be required for the protective services, and such equipment must be in good working order and compatible with NS systems, and Organizations must obtain all appropriate licenses or make other arrangements as appropriate to ensure access to data systems required by NS. Organizations are responsible for ensuring all employees on NS property have and wear the appropriate personal protective equipment (PPE). Organizations are responsible to ensure all their employees' PPE is kept in good order, properly fitted, available for their use when needed, and used as needed.



| | | |
|-------------------|---------------------|-----------------|
| Route | Marked Route | Section Number |
| F.A.U. Route 6352 | West College Avenue | 20-00271-01-PV |
| Project Number | County | Contract Number |
| FUK7(558) | McLean | 91756 |

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

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

| | |
|---|------------|
| Signature | Date |
|  | 11/18/2024 |

| | | |
|------------|---------------|----------------|
| Print Name | Title | Agency |
| Ryan Otto | Town Engineer | Town of Normal |

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

I. Site Description:

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

This project is on West College Avenue approximately 250' west of White Oak Road (C.H. 70) and extending to the intersection. Latitude 40°30'33.0"N. Longitude 89°02'04.0"W. T24N R1E. 2E

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

Reconstruction of West College Avenue from 250 feet west of White Oak (C.H. 70) Road and extending to White Oak Road (C.H. 70). The project includes tree removal, 5'-wide sidewalk along the south side of West College Avenue and a 10'-wide multi-use path along the north side of West College Avenue. Improvements also include new curb & gutter, Hot-mix Asphalt paving, underdrains, storm sewers, inlets, permanent traffic signalization, and all necessary incidental work as shown on the plans or as described herein.

C. Provide the estimated duration of this project:

20 months

D. The total area of the construction site is estimated to be 0.49 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.11 acres.

E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:

Weighted C: Existing=.47, Proposed=0.54.

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

Saybrook silt loam, 2 to 5percent slopes, eroded; Catlin silt loam, 2 to 5 percent slopes, eroded; Radford silt

loam, 0 to 2 percent slopes, occasionally flooded.

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

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

Any slopes steeper than 1:3

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

All earth excavation will expose bare earth. Slopes are to be held to 1:3 or flatter where possible. Any slopes steeper than 1:3 are subject to erosion.

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

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

Town of Normal

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

Town of Normal, Bloomington and Normal Water Reclamation District

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

Tributaries to Skunk Creek, which outlets downstream to Sugar Creek

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

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

N/A

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.

N/A

☐ 303(d) Listed receiving waters for suspended solids, turbidity, or siltation.

The name(s) of the listed water body, and identification of all pollutants causing impairment:

N/A

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

N/A

Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

N/A

Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

N/A

☐ Applicable Federal, Tribal, State, or Local Programs

N/A

☐ Floodplain

N/A

☐ Historic Preservation

N/A

☐ Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
TMDL (fill out this section if checked above)

The name(s) of the listed water body:

N/A

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

N/A

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

N/A

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

The following measures will be taken for the endangered bat species: Any required tree removal shall not occur between April 1st and September 30th. If trees are removed during this time period, then coordination with the USFWS and Illinois Department of Natural Resources (IDNR) will occur. All work, staging, and otherwise-impacted areas must be mowed prior to equipment/impact and kept mowed at/below 8" in height for the duration of the project.

☐ Other

N/A

☐ Wetland

Per NRR, no Wetland Mitigation or Banking required.

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

☐ Antifreeze / Coolants

☐ Concrete

☒ Concrete Curing Compounds

☒ Concrete Truck Waste

☒ Fertilizers / Pesticides

☒ Paints

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

☒ Soil Sediment

☐ Solid Waste Debris

☐ Solvents

☒ Waste water from cleaning construction equipments

☐ Other (Specify) _____

☐ Other (Specify) _____

☐ Other (Specify) _____

☐ Other (Specify) _____

☐ Other (Specify) _____

II. Controls:

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

Temporary seeding and mulch will be placed when work in an area is complete.

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

Permanent seeding and mulch will be placed when construction is complete.

C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- | | |
|--|---|
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Stabilized Trench Flow |
| <input type="checkbox"/> Dust Suppression | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Dewatering Filtering | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Gabions | <input checked="" type="checkbox"/> Temporary Ditch Check |
| <input type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Temporary Pipe Slope Drain |

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

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

Perimeter erosion barrier will be placed prior to construction commencing. Temporary ditch checks will be installed immediately following grading of ditches shown in the plans. Inlet and pipe protection will be installed immediately following the installation of all drainage structures.

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

The Town of Normal will maintain after the project is complete.

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: ☐ Yes ☒ No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

E. Permanent (i.e., Post-Construction) Storm Water Management Controls: Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

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

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

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

Description of permanent storm water management controls:

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

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

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

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

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

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

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

III. Maintenance:

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

IV. Inspections:

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

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

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

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

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

V. Failure to Comply:

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



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 |
| F.A.U. Route 6352 | West College Avenue | 20-00271-01-PV |
| Project Number | County | Contract Number |
| FUK7(558) | McLean | 91756 |

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 | | |
| <div></div> | <div></div> | | |
| Print Name | Title | | |
| <div></div> | <div></div> | | |
| Name of Firm | Phone | | |
| <div></div> | <div></div> | | |
| Street Address | City | State | Zip Code |
| <div></div> | <div></div> | <div></div> | <div></div> |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

Town of Normal

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

ACCESSIBLE PEDESTRIAN SIGNALS (APS) (BDE)

Effective: April 1, 2003

Revised: January 1, 2022

Description. This work shall consist of furnishing and installing accessible pedestrian signals (APS). Each APS shall consist of an interactive vibrotactile pedestrian pushbutton with speaker, an informational sign, a light emitting diode (LED) indicator light, a solid-state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 888 of the Standard Specifications, except as modified herein.

Electrical Requirements. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160 °F (-34 to +70 °C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

Audible Indications. A pushbutton locator tone shall sound at each pushbutton and shall be deactivated during the associated walk indication and when associated traffic signals are in flashing mode. Pushbutton locator tones shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. Each actuation of the pushbutton shall be accompanied by the speech message "Wait".

If two accessible pedestrian pushbuttons are placed less than 10 ft (3 m) apart or placed on the same pole, the audible walk indication shall be a speech walk message. This message shall sound throughout the WALK interval only. The verbal message shall be modeled after: "Street Name, Walk Sign is on to cross Street Name." For signalized intersections utilizing exclusive pedestrian phasing, the verbal message shall be "Walk sign is on for all crossings". In addition, a speech pushbutton information message shall be provided by actuating the APS pushbutton when the WALK interval is not timing. This verbal message shall be modeled after: "Wait. Wait to cross 'Street Name' at 'Street Name'".

Where two accessible pedestrian pushbuttons are separated by at least 10 ft (3 m), the walk indication shall be an audible percussive tone. It shall repeat at 8 to 10 ticks per second with a dominant frequency of 880 Hz.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound.

At locations with railroad interconnection, an additional speech message stating "Walk time shortened when train approaches" shall be used after the speech walk message. At locations with emergency vehicle preemption, an additional speech message "Walk time shortened when emergency vehicle approaches" shall be used after the speech walk message.

Pedestrian Pushbutton. Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N).

A red LED shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

Signage. A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall conform to one of the following standard MUTCD designs: R10-3, R10-3a, R10-3e, R10-3i, R10-4, and R10-4a.

Tactile Arrow. A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided on the pushbutton.

Vibrotactile Feature. The pushbutton shall pulse when depressed and shall vibrate continuously throughout the WALK interval.

Method of Measurement. This work will be measured for payment as each, per pushbutton.

Basis of Payment. This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS.

80099

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

Effective: January 1, 2025

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

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

Revise Article 302.02 of the Standard Specifications to read:

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

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

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

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

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

“(c) Cement1001”

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

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

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

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

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

Revise Article 352.02 of the Standard Specifications to read:

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

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

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

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

Revise Article 404.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

Revise Article 583.01 of the Standard Specifications to read:

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

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

“(a) Cement1001”

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

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

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

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

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

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

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

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

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

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

Revise Article 1017.01 of the Standard Specifications to read:

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

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

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

Revise Article 1019.02 of the Standard Specifications to read:

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

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

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

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

Revise Article 1019.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revise Article 1021.01 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

Revise Article 1021.03 of the Standard Specifications to read:

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

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

Revise Article 1021.05 of the Standard Specifications to read:

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

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

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

Revise Article 1021.06 of the Standard Specifications to read:

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

Revise Article 1021.07 of the Standard Specifications to read:

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

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

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

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

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

Add Article 1021.08 of the Standard Specifications as follows:

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

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

Revise Article 1024.01 of the Standard Specifications to read:

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

Materials for the grout shall be according to the following.

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

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

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

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

Revise Article 1029.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

80460

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

80384

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: 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 3.00 % 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.

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revised: January 1, 2025

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

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

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

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

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

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

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

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

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

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

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

80456

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Revised: August 1, 2023

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

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

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

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

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

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

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

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

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

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

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

80446

PAVEMENT MARKING INSPECTION (BDE)

Effective: April 1, 2025

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

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

80464

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following grades may be specified as tack coats.

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

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

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

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

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

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

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

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

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

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

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986

Revised: January 1, 2022

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

| NAMED INSURED & ADDRESS | NUMBER & SPEED OF PASSENGER TRAINS | NUMBER & SPEED OF FREIGHT TRAINS |
|---|---|---|
| Norfolk Southern Railway Company 650 West Peachtree St NW Box 45 Atlanta, Georgia 30308 | 0, N/A | Total Day Thru Trains = 2 Total Night Thru Trains = 1 Total Switching Trains = 3 Typ Speed Range Over Crossing = 15 to 25 mph |
| Class 1 RR (Y or N): Y DOT/AAR No.: 480171Y RR Division: Midwest | RR Mile Post: SP 0378.570 RR Sub-Division: Bloomington | |
| For Freight/Passenger Information Contact: George (Brian) Taylor Phone: 1-470-463-7534 For Insurance Information Contact: Greg Kildare Phone: 1-800-635-5768 | | |

| | | |
|--|------------------|--------|
| Class 1 RR (Y or N): | RR Mile Post: | Phone: |
| DOT/AAR No.: | RR Sub-Division: | Phone: |
| RR Division: | | |
| For Freight/Passenger Information Contact: | | |
| For Insurance Information Contact: | | |

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

3426I

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80455

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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

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

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

Notes:

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

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

80445

SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025

Revised: April 1, 2025

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

“(c) Aluminum Epoxy Mastic1008.03”

Revise the second and third paragraphs of Article 720.02 of the Standard Specifications to read:

“The sign mounting support channel shall be manufactured from steel or aluminum and shall be according to Standard 720001.

Steel support channels shall be according to ASTM A 1011 (A 1011M), ASTM A 635 (A 635M), ASTM A 568 (A 568M), or ASTM A 684 (A 684M), and shall be galvanized. Galvanizing shall be according to ASTM A 653 (A 653M) when galvanized before fabrication, and AASHTO M 111 (M 111M) when galvanized after fabrication. Field or post fabricated drilled holes shall be spot painted with one coat of aluminum epoxy mastic paint prior to installation.”

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

“The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel.”

80462

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

“The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

80448

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

The bidders list information shall be submitted with the bid using the link provided within the “Integrated Contractor Exchange (iCX)” application of the Department’s “EBids System”.

80463

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

“STATEMENTS AND PAYROLLS

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

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

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

80437

SURVEYING SERVICES (BDE)

Effective: April 1, 2025

Delete the fourth paragraph of Article 667.04 of the Standard Specifications.

Delete Section 668 of the Standard Specifications.

80465

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

80439

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

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

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

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

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

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

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

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

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

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

80427

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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