

# 065

**Letting September 18, 2026**

## **Notice to Bidders, Specifications and Proposal**



**Contract No. 72D17  
SANGAMON County  
Section (110X-5) WRS, N, SW  
Various Routes  
Project NHPP-S5PT(458)  
District 6 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



## **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. September 18, 2026 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 72D17  
SANGAMON County  
Section (110X-5) WRS, N, SW  
Project NHPP-S5PT(458)  
Various Routes  
District 6 Construction Funds**

**1 mile of roadway reconstruction on 6th Street from the I-55/I-72 interchange to Stevenson Drive.**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Gia Biagi,  
Secretary

VARIOUS ROUTES  
PROJECT NHPP-S5PT(458)  
SECTION (110X-5)WRS,N,SW  
SANGAMON COUNTY  
CONTRACT NO. 72D17

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2026

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

ERRATA    Standard Specifications for Road and Bridge Construction  
(Adopted 1-1-22) (Revised 1-1-26)

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RECURRING SPECIAL PROVISIONS

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

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, the latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways,” and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Project NHPP-S5PT(458), Section (110X-5)WRS,N,SW, Sangamon County, Contract No. 72D17, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes  
Project NHPP-S5PT(458)  
Section (110X-5)WRS,N,SW  
Sangamon County  
Contract No. 72D17

### LOCATION OF PROJECT

This project is located along Business Loop 55/6th Street at the southern end of the city of Springfield and the village of Southern View in Sangamon County, Illinois, and includes reconstruction of 6<sup>th</sup> Street from the I -55/72 interchange to approximately 900' north of Stevenson Drive, for a project length of 5,722 feet (1.08 miles). Other roadways improved in this project include Hazel Dell Road, Lincolnshire Boulevard, St. Joseph Street, Stevenson Drive, 6<sup>th</sup> Street West, 6<sup>th</sup> Street East and portions of the existing BL 55/6<sup>th</sup> Street frontage roads.

### DESCRIPTION OF PROJECT

The project includes reconstruction of BL 55/6th Street from a four-lane rural expressway to a six-lane urban expressway, including all side road intersections. This project extends existing 6<sup>th</sup> Street West south to Hazel Dell Road and extends Lincolnshire Boulevard west of 6<sup>th</sup> Street to the 6<sup>th</sup> Street West extension. This project expands and modernizes the roadways and provides pedestrian and bicycle accommodations including a multi-use path along portions of BL 55/6<sup>th</sup> Street, 6<sup>th</sup> Street West and Lincolnshire Boulevard. Improvements include full-depth HMA pavement on granular sub-base, HMA base course widening, HMA binder and surface courses, concrete curb and gutter, concrete medians, sidewalk, entrances, traffic signals, inlets, manholes, storm sewer, concrete box culverts, erosion control, earthwork and grading, pavement marking, and landscaping.

## TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Revised: October 10, 2022

The following traffic control and protection will apply to this project:

### Highway Standards:

- |        |                                                                                                                                                                                                                                                                                                                                                    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 701001 | This standard will be used on 2 lane / 2 way traffic for all work activities greater than 15 ft. from the edge of pavement.                                                                                                                                                                                                                        |
| 701006 | This standard will be used on 2 lane / 2 way traffic for all work activities within 24 inches to 15 ft. from the edge of pavement.                                                                                                                                                                                                                 |
| 701011 | This standard will be used on 2 lane / 2 way traffic for off-road moving operations during the day only.                                                                                                                                                                                                                                           |
| 701101 | This standard will be used on multi-lane highways for all work activities within 24 inches and 15 ft. from the edge of pavement.                                                                                                                                                                                                                   |
| 701106 | This standard will be used on multi-lane highways for all work activities greater than 15 ft. from the edge of pavement.                                                                                                                                                                                                                           |
| 701301 | This standard will be used on 2 lane / 2 way traffic for construction activities such as marking patches, stringline operations, utility operations, work zone pavement marking removal, and cleaning debris on the pavement.                                                                                                                      |
| 701311 | This standard will be used on 2 lane / 2 way traffic for construction activities that require continuous moving operations such as pavement marking and raised reflective pavement markers.                                                                                                                                                        |
| 701411 | This standard will be used for all work activities involving freeway and expressway lane closures in close proximity to entrance and exit ramps. Each ramp, regardless of the number of setups required, shall be considered as one each.                                                                                                          |
| 701422 | This standard will be used any time a lane closure is required on a multilane expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard will be used for construction activities involving lane closures on NB BL 55 south of the Hazel Dell intersection. |
| 701427 | This standard will be used for lane closures on multi-lane highways for intermittent or moving operations. Typical operations include landscaping work, utility work, and pavement marking.                                                                                                                                                        |
| 701451 | This standard will be used for closing an interchange ramp to traffic. Ramp closures will be allowed to reconstruct the I-72 NE ramp intersection at BL 55 and the I-72 NW entrance ramp terminal.                                                                                                                                                 |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 701456 | This standard will be used for partial lane ramp closures when construction operations do not require a full ramp closure. This standard is intended for ramp pavement patching, guardrail installation, and aggregate shoulder placement.                                                                                                                                                                                                                                                                                                                                                                                 |
| 701501 | This standard will be used for all activities on 2 lane / 2 way urban sections requiring a lane closure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 701502 | This standard will be used for all activities on 2 lane / 2 way urban sections with bi-directional turn lanes requiring a lane closure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 701601 | This standard will be used for all activities on multilane, 1 way or 2 way urban sections requiring a lane closure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 701602 | This standard will be used for all activities involving urban lane closures, on multilane, 2 way traffic with a bi-directional left turn lane.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 701701 | This standard will be used for all work activities involving a multilane urban intersection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 701801 | This standard will be utilized for all sidewalk closures throughout the project limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| BLR 21 | This standard shall be used during construction activities which involve a temporary road closure of any city street. This work shall be done in accordance with Section 701 of the Standard Specifications and as per Standard BLR 21.                                                                                                                                                                                                                                                                                                                                                                                    |
| BLR 22 | This standard will be used any time a city street is temporarily closed to through traffic. No roadways may be closed without written approval by the City and at least 48 hours notification prior to road closures. In addition to the requirements in this standard, two bi-directional flashing lights will be required on each type III barricade, and both advance warning signs will be equipped with flashing lights and one 18" x 18" orange flag attached above the signs from each direction. This work shall be done in accordance with Section 701 of the Standard Specifications and as per Standard BLR 22. |
| 701901 | This standard describes all permissible traffic control devices that can be utilized with the above-mentioned traffic control standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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

1. The Contractor shall contact the District 6 Bureau of Operations, (217) 785-5306, at least 72 hours in advance of beginning work and three weeks prior to implementing any traffic control.
2. All required fluorescent orange signs shall be 48 x 48 inches on this project unless otherwise noted in the plans. All work zone traffic control signs for this project shall be new.
3. In advance of each lane closure, the Contractor shall provide four "BE PREPARED TO STOP" (W3-4(O)48) signs. These signs shall be tripod mounted and placed at locations as designated by the Engineer, to provide adequate warning in advance of traffic back-

ups. The signs will not be paid for separately but shall be included as part of the contract unit bid prices for the traffic control and protection pay items.

4. Where construction operations require the construction of a temporary ramp, a "BUMP" sign(s) (W8-1(O)48) shall be used. The Contractor shall place the signs adjacent to the temporary ramp or as directed by the Engineer. The signs shall remain in place until the temporary ramp is eliminated. The signs will not be paid for separately but shall be included as part of the contract unit bid prices for the traffic control and protection pay items.
5. Two through lanes of traffic in each direction shall be maintained on BL 55/6th Street and Stevenson Drive during peak hours. No lane closures (requiring less than two through lanes of traffic in each direction) will be permitted on BL 55/6th Street and Stevenson Drive from 6:00 AM to 9:00 AM and from 3:00 PM to 6:00 PM Monday–Friday without prior written approval from the Engineer.
6. Ramp closures will be allowed to reconstruct the BL 55 and I-72 NE ramp intersection and the I-72 NW entrance ramp terminal. The duration for the I-72 NE ramp closure shall be limited to 15 calendar days. The duration for the I-72 NW entrance ramp terminal closure shall be limited to 30 calendar days.
7. No drop offs at the edge of pavement due to shoulder replacement operations will be allowed overnight.
8. Parking of any personal vehicles within the road right-of-way will be strictly prohibited. Parking of construction equipment within the right-of-way will be permitted only at locations approved by the Engineer.
9. Prior to allowing traffic on any portion of the roadway that has been cold milled, the Contractor shall have erected "Rough Grooved Surface" and "Uneven Pavement" signs that conform to the details shown in the plans. A minimum of one sign at each end of the improvement will be required. The Contractor shall maintain the "Rough Grooved Surface" signs until the cold milled surface is covered with HMA. The Contractor shall maintain the "Uneven Pavement" signs until the resurfacing operations are completed.

This work shall consist of furnishing, erecting, maintaining, relocating, and removing all traffic control items as described herein, in the Traffic Staging and Construction Sequencing special provision, and the details included in the Construction Staging and Maintenance of Traffic Plans. Items shall include all signs, drums, barricades, and all other equipment, hardware and labor necessary to maintain the lane shifts and/or temporary closures. The Contractor will be required to install, maintain, remove, and relocate traffic control items numerous times and at various locations as directed by the Engineer.

All lump sum items shall include all applications throughout the duration of the contract.

## CONSTRUCTION PROCEDURES FOR PUBLIC EVENTS

During the Illinois State Fair, an additional changeable message sign shall be placed on NB I-55 north of the Toronto Road Interchange (Exit 90) informing motorists to use the Sangamon Ave Interchange (Exit 100B).

The additional message sign shall be in place beginning at 4:00 p.m. of the day preceding the beginning day of each event and end at 12:00 midnight on the final day of each event. The following is a list of the events and their respective dates:

|                          |                    |
|--------------------------|--------------------|
| 2026 Illinois State Fair | August 13-23, 2026 |
| 2027 Illinois State Fair | August 12-22, 2027 |
| 2028 Illinois State Fair | August 17-27, 2028 |

Basis of Payment. This work will be paid for at the contract unit price per Calendar Day For each CHANGEABLE MESSAGE SIGN.

## CHANGEABLE MESSAGE SIGN

The Contractor shall furnish nine changeable message signs for this project. The signs shall be operational 14 days prior to beginning construction on BL 55/6th Street and shall be located as directed by the Engineer.

It is anticipated the following locations shall have changeable message signs:

- NB BL 55 / 6th Street – just south of BL 55 / I-72 interchange
- NB I-55 for RTTCS (see RTTCS plan sheets)
- SB BL 55 / 5<sup>th</sup> Street / 6th Street – One mile ahead of lane closure
- SB BL 55 / 5<sup>th</sup> Street / 6th Street – Two miles ahead of lane closure saying “Traffic Congestion // Next Two Miles”
- WB Stevenson Drive – One mile ahead of lane closure
- WB Stevenson Drive – Two miles ahead of lane closure saying “Traffic Congestion // Next Two Miles”
- EB I-72 – just east of the MacArthur Blvd Interchange
- EB I-72 for RTTCS (see RTTCS plan sheets)
- WB I-72 – east of the BL 55 / I-72 interchange

The changeable message sign(s) will remain for the duration of the project.

Basis of Payment. This work will be paid for at the contract unit price per CALENDAR DAY for each CHANGEABLE MESSAGE SIGN. Any relocation of the signs, as directed by the Engineer, during construction will not be paid for separately but shall be included in the cost of the changeable message sign.

## **REAL-TIME TRAFFIC CONTROL SYSTEM**

Revised: January 31, 2024

Description. This item shall consist of furnishing, installing, maintaining, relocating, and removing an automated portable real-time traffic control system (RTTCS) meeting the requirements noted herein and providing the maintenance of the system during the duration of the work. This work shall be completed according to Article 701 of the Standard Specifications, as detailed on the plans, described herein, and as directed by the Engineer.

The Contractor shall furnish said system for measuring and delivering condition-responsive alerts on the project.

The RTTCS shall consist of, at a minimum:

Real-Time Traffic Control Sensor Unit. Each unit shall consist of:

- Two warning signs with sign legend as shown on the plans.
- Each sign shall have amber wigwag LED flashing lights (two flashers per sign for a total of four flashers per unit) attached with a minimum lens size of 12 inches. The flashers shall have affixed hoods that shade the lens from sunlight thus providing improved daytime recognition of the flashers during operation. The flash pattern and flash sequence shall comply with the Manual of Uniform Traffic Control devices (MUTCD), Chapter 4L.
- One warning sign with two flashers on any ramps between the taper and the farthest real-time traffic control sensor unit.
- One traffic sensor.
- Remote communication hardware, software, and controllers capable of activating flashing beacons and changeable message signs.

Real-Time Traffic Control Central Base Unit. This base will be equipped with appropriate hardware, software, and dedicated network connection. Alternatively, software capable of managing the RTTCS may be downloaded to the Engineer's computer to replace the central base unit.

The Real-Time Traffic Control System setups shall be installed at the three-locations shown on the Wig-Wag Traffic Warning System Placement sheet in the plans. The exact locations of all devices shall be determined as part of an onsite communications analysis with the Contractor and approved by the Engineer. The Contractor shall be responsible for building embankment "pads" for the RTTCS devices to sit on for the duration of the project if the areas where they are to be placed are steeper than standard leveling legs can manage. These pads will ensure the devices sit level and are included in the cost of pay item for Real-Time Traffic Control System.

The RTTCS shall meet the following specifications:

- The RTTCS shall be a proven system that has been successfully deployed and operated in actual work zone and congestion areas.
- The RTTCS shall be capable of identifying stopped slowed traffic conditions. The system shall self-test for communication or sensor failures.

- The RTTCS shall operate continuously (24 hours, 7 days a week) when in place and visible to the motoring public.
- The sensors shall be of a type whose accuracy is not degraded by inclement weather or degraded visibility conditions including, but not limited to, precipitation, fog, darkness, excessive dust, and road debris.
- The RTTCS shall be capable of acquiring traffic data for a minimum of two lanes of traffic in the same direction.
- Traffic sensors shall sequentially activate the flashers as the queue extends and be capable of only activating specific flashers.
- The RTTCS shall be capable of activating a changeable message sign.
- The RTTCS shall utilize static signs with two wigwag flashing beacons that only activate when slowed or stop traffic is detected to convey real-time traffic condition information to motorists.
- The flashers shall activate whenever the average traffic speeds fall below 40 mph and turn off when the average speed returns to above 50 mph. These speed thresholds shall be capable of being changed based on actual field trials and the location of the sensor.
- The RTTCS shall have a reliable communication system and provide warnings to the system manager and the Engineer when communication or device failures are detected.
- The RTTCS shall be capable of notifying the Engineer and District 6 Operations Communications Center when the flashing beacons are activated.
- The RTTCS and flashers shall have a reliable power source.
- The RTTCS shall allow authorized users to manually override the system remotely during apparent system failures.
- Critical system operator control functions shall be password protected.
- The RTTCS shall have reporting features to a secure website. The website shall, at a minimum, show the current speeds at each detector location and whether the warning flashers are activated. The website shall provide access to archival data for the duration of the project. This data shall be printable.
- The RTTCS shall provide data logging of the system events and key detection data. The data is to include the dates and times that the system was activated, which signs were activated, duration of the activation, and average speeds at each detections device. The data shall be provided to the Engineer at the close of the project in Microsoft Excel ®, latest format.
- If during the duration of the project, it is found that the distances or locations in relation to each other and/or to the taper, detectors, or warning signs need to be relocated due to a change in the traffic conditions or queuing patterns, a one-time adjustment is included in the cost of the real-time traffic control sensor unit.
- The RTTC sensor units shall be relocated as the taper is relocated.
- During winter shut-down all trailers shall be removed from the right of way, and the signs shall be removed as directed by the Engineer. All removal, storage, and reinstallation shall be included in the cost of the real-time traffic control sensor units.

System Performance. After the RTTCS is in place and operational, knowledgeable contractor personnel shall be available for one work week (until Friday at 8:00 PM) after the lane closures are in place to ensure that the system is functioning properly. The responsible individual shall be capable of responding within two hours during the first week and shall have sufficient resources to correct any issues with the RTTCS at that time.

Additional real-time traffic control sensor units installed as directed by the Engineer after the initial

deployment of the system shall be in operation and accepted by the Engineer within seven calendar days after the Contractor receives written notification of changes from the Engineer. If the Contractor fails to update the RTTCS to full operation within the time limits specified above, the Engineer will impose a daily monetary traffic control deficiency deduction for each calendar day (or portion thereof) the deficiency exists as described in Article 105.03 of the Standard Specifications.

Method of Measurement. This work will be measured for payment as follows.

Real-time traffic control system shall consist of furnishing, installing, maintaining, removing, and programming various hardware shown on the Real-Time Traffic Control Setup detail, software, website, and network components including the central base unit necessary to run the RTTCS.

Each sensor unit includes two signs, four flashers, and one sign with two flashers on any ramps, traffic sensors, remote communication hardware and software, and controllers capable of activating flashing beacons and changeable message signs.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for REAL-TIME TRAFFIC CONTROL SYSTEM as shown on the Wig-Wag Traffic Warning System Placement details.

## **ROAD CLOSURE RESTRICTION**

Reviewed: April 14, 2020

The construction of the southbound BL 55/I-72 interchange ramp and St. Joseph Street shall (at times as specified in the plans) be performed under road closure, which shall not be implemented until work in that area is ready to commence.

Closure of the southbound BL 55/I-72 interchange ramp shall be limited to seven days as specified in the plans.

Prior to the closing of the southbound BL 55 / I-72 interchange ramp, St. Joseph Street, or 6<sup>th</sup> Street West, the Contractor shall notify the Engineer and the other agencies listed below at least 21 days in advance of the closure. The notification must also list the projected start and end date of road closure.

|                                             |              |
|---------------------------------------------|--------------|
| District 6 Traffic Operations Engineer      | 217-785-5306 |
| Sangamon County Engineer                    | 217-535-3070 |
| City of Springfield Public Works Department | 217-789-2000 |
| Sangamon County Sherriff's Dept.            | 217-753-6880 |
| Illinois State Police – Troop 6             | 217-786-6677 |
| District 186 School District                | 217-525-3000 |
| Little Flower Catholic School               | 217-529-4511 |
| United States Post Office (Springfield, IL) | 217-788-7480 |
| Sangamon Mass Transit District              | 217-522-5531 |
| Emergency Services (911)                    | 217-753-6666 |
| Village of Southern View                    | 217-529-3352 |

## **DETOUR SIGNING**

Reviewed: April 14, 2020

Description. This work shall consist of furnishing, erecting, maintaining, covering, uncovering, and removing the detour signing as shown in the plans for the temporary ramp closure of the I-72 NE Exit Ramp and the I-72 NW Entrance Ramp.

Materials. The materials used shall be in accordance with Section/Article 1090, 1091, 1006.29, and 1007.05 of the Standard Specifications.

Construction Requirements. The Contractor shall furnish and erect new detour signs at locations indicated in the plans. The signs shall be post mounted. Where it is possible, signs may be attached to existing posts or poles. The Contractor can contact District 6 Operations (Traffic) at (217) 785-5306 for assistance in detour signing locations.

The signs are to be in place and uncovered prior to any road closure. When a detour is not in use, the detour signing shall be completely covered.

The signs and posts shall be removed when detours are no longer required. The Contractor shall return the area around the signs to its previous condition, at the Contractor's expense. This may include seeding.

Method of Measurement. This work will be measured for payment on a lump sum basis and shall include furnishing, erecting, and maintaining detour route signs at locations indicated in the plans.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for DETOUR SIGNING.

## **DEWATERING FOR CONSTRUCTION PAVING OPERATIONS**

Description. The proposed staging of the pavements shown during the sequence of operations in the Staging Plans will require intermittent dewatering of runoff trapped by the temporary adjacent uneven edges of pavements created in areas where the proposed profile is being adjusted and varies from the existing conditions.

Construction Requirements. Any standing water shall be pumped or removed by an approved method to prevent encroachment of water onto the temporary traffic lanes during construction staging of paving operations to the satisfaction of the Engineer and flow into the lanes diverted using a method acceptable to the Engineer. The runoff shall be pumped or directed to a suitable outlet into an adjacent median or roadside ditch with a positive outlet.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for DEWATERING.

## **TRAFFIC STAGING AND CONSTRUCTION SEQUENCING**

The Contractor shall provide the Engineer at least two weeks advance notice prior to mobilizing any equipment, materials, or work forces to the project site so that the city of Springfield and the village of Southern View can notify property owners of the upcoming construction, traffic patterns, signage, etc., and notify the public of any temporary lane closures required. The Contractor shall prepare and submit to the Engineer for review and approval a Traffic Staging and Construction Sequencing Plan consistent with the concept described herein and shown on the details included in the Construction Staging and Maintenance of Traffic Plans to outline the sequence of construction for all the work shown in the plans. The Contractor's plan will indicate any lane closures and the location of traffic within each stage (day and night) along with any temporary barriers. Work shall not begin until the Contractor's Traffic Staging and Construction Sequencing Plan is approved in writing by the Engineer.

At locations where construction operations result in a differential in elevation between the edge of pavement or edge of shoulder, traffic control shall be installed in compliance with IDOT's Work Zone Safety Memorandum. Any channelizing devices installed along the drop-off shall be either temporary concrete barrier wall (pinned as required) or type II barricades with flashing lights. The cost to comply with these requirements shall be included in the cost of the applicable traffic control and protection standard being utilized. Temporary concrete barrier, pinning temporary concrete barrier, relocating temporary barrier, impact attenuators, and relocating impact attenuators shall be paid for separately.

The Contractor will schedule their work in accordance with the following requirements and in compliance with the Standard Specifications for keeping roads open to traffic. Any deviations proposed by the Contractor to the following Traffic Staging and Construction Sequencing special provision shall be submitted in writing and approved by the Engineer prior to the Contractor making traffic control revisions.

In general, the construction sequence shall be as follows:

### **Pre-Stage A:**

1. The Contractor shall coordinate utility adjustments for the entire project during this stage and allow relocations by the appropriate utilities to be completed prior to initiating construction.
2. The Contractor shall construct the Sixth Street West extension from south of the FitClub entrance (Sta. 63+25+/-) to the south project limits (Sta. 39+97). The Contractor shall establish access to Sixth Street West at the Hazel Dell Road intersection.
3. The Contractor shall construct the west Lincolnshire Boulevard extension to top of binder course from the west BL 55 edge of pavement to the new Sixth Street west extension. In order to establish access to the newly constructed west leg of Lincolnshire Boulevard, a temporary ramp will be required to bridge the grade differences. The temporary pavement ramp cross-slope shall be transitioned back to existing both north and south of the intersection per the plan callouts. A temporary pavement connection to the west Lincolnshire leg for southbound BL 55 traffic will also need to be constructed just north of Lincolnshire Boulevard.
4. The Contractor shall construct the west leg of Hazel Dell Road from the Sixth Street West

extension to the BL 55 West Frontage Road and the BL 55 West Frontage Road from Sta. 96+25+/- to the end of the proposed cul-de-sac (Sta. 102+10+/-). Access to Buraski Builders and Marathon Gas Station must be maintained at all times. The Contractor shall maintain access to these businesses on the BL 55 West Frontage Road during construction of Hazel Dell Road and vice versa.

5. The Contractor shall place temporary traffic signals on BL 55 at Hazel Dell Road, Lincolnshire Boulevard, St. Joseph Street, and Stevenson Drive intersections.
6. The Contractor shall utilize intermittent single lane closures while adhering to the timeframes specified in the Limitations of Construction, Item 5 for both directions of BL 55 to allow for the removal of median and corner island barrier/mountable curb, concrete median and corner island surface, median paved shoulders, signals and handholes; and the placement of temporary pavement in the existing median and corner island areas.
7. The existing BL 55 pavement width will make maintaining two lanes of traffic in each direction impractical during median paving and widening operations, so restricting traffic to a single lane in each direction will be required during pre-stage construction. When this is required, work shall be limited to the timeframes specified in the Limitations of Construction, Item 5.
8. The Contractor shall open access to Lincolnshire Boulevard west of BL 55.

Stage 1:

1. The Contractor shall shift traffic over to the west side of BL 55 while maintaining two 12' lanes of traffic in each direction. The Contractor shall utilize temporary concrete barrier along the east traffic edge to protect the work zone/temporary pavement construction and between opposing traffic lanes on BL 55. The Contractor shall construct temporary pavement on the east side of BL 55. Note that removal of a portion of the existing BL 55 east frontage road will need to be completed prior to constructing the temporary pavement. See the staging notes below.
2. The Contractor shall provide dual 12 ft. left turn lanes for southbound traffic at Stevenson Drive. Single 12 ft. left turn lanes for northbound and southbound traffic shall be provided at Hazel Dell Road, Lincolnshire Boulevard and St. Joseph Street.
3. The Contractor shall construct the curb and gutter, sidewalks, and HMA pavement of Sixth Street West from Sta. 63+25+/- to St. Joseph Street. Construction will be completed one block at a time using full road closures. The majority of access will be maintained from the east via St. Joseph Street and the remaining portion of the BL 55 west frontage road. Access to residences and businesses with entrances solely on Sixth Street West will be maintained utilizing temporary access drives or single lane closures with flaggers to control traffic. The lane closures will be removed to allow one lane of traffic in each direction during non-working hours.
4. The Contractor shall construct curb and gutter, sidewalks, and HMA pavement on the east leg of St. Joseph Street from Sta. 13+00+/- to Sixth Street East. The Contractor shall maintain access to at least one entrance of the McDonald's and Arby's businesses at all times.
5. The Contractor shall close the existing BL 55 east frontage road to through traffic and eliminate the access points from St. Joseph Street (south of the Arby's entrance), Flora Street, and Sixth Street East.
6. The Contractor shall remove the existing BL 55 east frontage road from the Straight Street intersection to just south of the Arby's entrance.
7. The Contractor shall construct the curb and gutter, shoulders, entrances, sidewalks, and HMA pavement of Sixth Street East and the Strip Mall Entrance Road. Prior to initiating

construction of the Strip Mall Entrance Road, the Contractor shall construct a temporary access entrance (commercial) from Sixth Street East to the parking area on the south side of the strip mall buildings as detailed in the Construction Staging and Maintenance of Traffic Plans. Upon completion of the Strip Mall Entrance Road and accompanying entrances, the temporary entrance from Sixth Street East will be removed. Access to businesses with entrances solely on Sixth Street East will be maintained utilizing temporary access drives or single lane closures with flaggers to control traffic. The lane closures will be removed to allow one lane of traffic in each direction during non-working hours.

Stage 2:

1. The Contractor shall shift traffic over to the east side of BL 55 while maintaining two 12' lanes of traffic in each direction. The Contractor shall utilize temporary concrete barrier along the west traffic edge to protect the work zone and between opposing traffic lanes on BL 55. The Contractor shall construct the west side of BL 55 to the top of binder course lifts.
2. The Contractor shall provide dual 12 ft. left turn lanes for southbound traffic at Stevenson Drive. The Contractor shall provide single 12 ft. left turn lanes for southbound and northbound traffic at the Lincolnshire Boulevard and St. Joseph Street intersections.
3. Southbound and northbound turning movements at Hazel Dell Road will be closed per the final proposed traffic configuration.
4. Access to the west leg of Hazel Dell Road will be maintained via Lincolnshire Boulevard and Sixth Street West until the permanent right-in only slip ramp from southbound BL 55 is completed.
5. Access to the east leg of Hazel Dell Road will be maintained via Lincolnshire Boulevard and Octavus Via. Access to the Green Mazda car dealership will be maintained via the entrance off Octavus Via.
6. The Contractor shall close the BL 55 west frontage road access point from St. Joseph Street and close the portion of the existing BL 55 west frontage road to be removed south of Corporate Court to the north entrance of the Comfort Inn hotel.
7. The Contractor shall maintain access to the former Stults Scientific property via St. Joseph Street, Sixth Street West, Flora Street, and the existing BL 55 west frontage road utilizing a temporary access drive or single lane closures with flaggers to control traffic until completion of the newly configured intersection of the BL 55 west frontage road with Flora Street and the accompanying cul-de-sac.
8. Access to the parking lot south of Anderson Electric will be maintained by constructing portions of the newly aligned BL 55 west frontage road one section at a time. The portion of the BL 55 west frontage road including half of the Anderson Electric south parking lot entrance to Corporate Court will be constructed first while maintaining access to the entrance from the north via Sixth Street West and Kimble Court. Once this portion is completed, access to the Anderson Electric entrance will be maintained via this newly constructed portion of the BL 55 west frontage road while the remaining portion of the BL 55 west frontage road including a southbound BL 55 right-in only slip ramp is completed.
9. The Contractor shall close the west leg of St. Joseph Street to eastbound traffic at the Sixth Street West intersection. The Contractor shall maintain a single westbound lane of traffic between BL 55 and Sixth Street West and maintain temporary access to the hotel off St. Joseph Street. Access to the bank will be maintained via the entrance off Sixth Street West.
10. Upon completion of the entire portion of the BL 55 west frontage road from St. Joseph

Street to Corporate Court, access to the frontage road can be opened via the new southbound BL 55 slip ramp.

11. The Contractor shall construct sidewalk, curb and gutter, and HMA pavement on the southbound side of BL 55 from a point just north of Stevenson Drive to the southern project limits. A temporary 30 calendar day closure of the southbound BL 55 to I-72 WB interchange ramp will allow the Contractor additional space to construct the new southbound lanes and I-72 entrance ramp terminal connection while maintaining two lanes of southbound traffic on BL 55.
12. The Contractor shall construct curb and gutter, sidewalk, and HMA pavement on the south side of St. Joseph Street from Sixth Street West to BL 55.
13. To maintain traffic across intersections that have grade differences, construction may need to be staged one half at a time across intersections, and temporary ramps will be required to bridge any grade differences that are not traversable.

Stage 3:

1. The Contractor shall shift traffic over to the west side of BL 55 while maintaining two 12 ft. lanes of traffic in each direction. The Contractor shall utilize temporary concrete barrier along the east traffic edge to protect the work zone and between opposing traffic lanes on BL 55. The Contractor shall construct the east side of BL 55 to the top of binder course lifts.
2. The Contractor shall provide a single 12 ft. left turn lane for southbound traffic at Stevenson Drive. The Contractor shall provide a single 11.5 ft. northbound left turn lane and a single 12 ft. southbound left turn lane at Lincolnshire Boulevard. The Contractor shall provide a single 11.5 ft. left turn lane for northbound traffic at St. Joseph Street.
3. The Contractor shall keep the west leg of St. Joseph Street closed to eastbound traffic at the Sixth Street West intersection. The Contractor shall maintain a single westbound lane of traffic between BL 55 and Sixth Street West and maintain access to the bank off St. Joseph Street. Access to the hotel will be maintained via the entrances off Sixth Street West.
4. The Contractor shall construct curb and gutter, sidewalk, and HMA pavement on the north side of St. Joseph Street from Sixth Street West to BL 55.
5. The Contractor shall construct sidewalk, curb and gutter, and HMA pavement on the northbound side of BL 55 from a point just north of Stevenson Drive to the southern project limits.
6. The Contractor shall construct the remainder of curb and gutter, sidewalk, and HMA pavement on the east leg of St. Joseph Street from BL 55 to Sta. 13+00+/-.
7. The Contractor shall construct sidewalk, curb and gutter, and HMA pavement widening on Stevenson Drive and the east leg of Lincolnshire Boulevard.
8. The Contractor shall construct sidewalk, curb and gutter, and HMA pavement on the right-in only slip ramps of Hazel Dell Connector Road and Straight Street.
9. The Contractor shall construct sidewalk, curb and gutter, and HMA resurfacing of the east leg of Hazel Dell Road.
10. The Contractor shall construct curb and gutter, HMA shoulder, and HMA pavement of the I-72 interchange northeast ramp. A temporary ramp closure of up to 15 calendar days will be allowed.
11. To maintain traffic across intersections that have grade differences, construction may need to be staged one half at a time across intersections, and temporary ramps will be required to bridge any grade differences that are not traversable.

Post-Stage 3:

1. Upon completion of the BL 55 northbound and southbound through lanes, two lanes of traffic can be maintained in both directions by using the outside two through lanes. The inside through lanes shall be closed to allow for construction of the proposed improvements within the median areas. The median pavement in the intersections will need to be staged to maintain access to the sideroads.
2. Construction of corner islands and installation of permanent traffic signal equipment can be completed utilizing single lane closures along BL 55 and the side roads. Two lanes of traffic in both directions on BL 55 must be maintained at all times.
3. The full-depth pavement at the intersection of Sixth Street West and St. Joseph Street as well as the raised median along the west leg of St. Joseph Street shall be completed using staged construction and a flagger. One lane of traffic must be maintained in all directions and access to the hotel and bank shall be kept open at all times.
4. Upon completion of all the median and corner island curb and gutters, the final surface course pavement lift can be completed on BL 55 and Lincolnshire Boulevard. Two lanes of traffic in both directions on BL 55 must be maintained at all times. The milling and resurfacing areas on St. Joseph Street west of Sixth Street West can be constructed one half at a time using a flagger.
5. Upon completion of all paving items, pavement marking, signing, final grading, seeding and permanent erosion control items shall be installed using the appropriate highway standard.

The Contractor shall follow the general sequence of construction outlined herein when preparing the Traffic Staging and Construction Sequencing Plan and provide pedestrian and vehicular to all properties access to the satisfaction of the Engineer at all times during construction.

**AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS**

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, field entrances, and roads according to Article 402.07 and as directed 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 directed by the Engineer.

- a) Private Entrance. The minimum width shall be 12 ft. The minimum compacted thickness shall be 6 in. The maximum grade shall be 8%, except as required to match the existing grade.
- b) Commercial and Field Entrances. The minimum width shall be 24 ft for a commercial entrance and 20 ft for a field entrance. The minimum compacted thickness shall be 9 in. The maximum grade shall be 6%, except as required to match the existing grade.
- c) Road. The minimum width shall be 20 ft. The minimum compacted thickness shall be 9 in. 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 re-grading 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 per each for every private entrance, commercial entrance, field entrance, and road constructed for the purpose of temporary access. If a residential drive, commercial entrance, field entrance, or road is to be constructed under multiple 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), and TEMPORARY ACCESS (ROAD).”

Partial payment of each amount bid for temporary access for private, commercial, and field entrances will be paid according to the following schedule:

- a) Upon construction of the temporary access, 60% 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 40 % of the pay item will be paid upon the permanent removal of the temporary access.”

## **BOLLARD REMOVAL**

Description. This work shall consist of the removal and disposal of existing bollards at the locations shown on the plans. The disposal of materials removed shall be in accordance with Article 202.03 of the Standard Specifications.

Construction Requirements. The Contractor shall remove the bollard including any concrete base foundation, in its entirety below grade, and all associated hardware and appurtenances of the existing bollard. All excavated areas shall be backfilled with trench backfill in accordance with Section 208 of the Standard Specifications and compacted to the satisfaction of the Engineer. The cost of backfilling will not be paid for separately but shall be considered included in the cost of the bollard removal. Disposal of all materials shall be the responsibility of the Contractor.

Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for BOLLARD REMOVAL and shall include all labor and equipment to remove the bollards as

specified.

### **CAMERA MOUNTING ASSEMBLY**

Description. This item shall consist of furnishing and installing a camera mounting assembly as shown on the plan details. The assembly consists of two adjustable galvanized steel mast arm clamps, 8 feet of galvanized steel schedule 80 pipe, and a camera mounting bracket. The camera mounting bracket shall be affixed to the pipe with stainless steel  $\frac{3}{4}$ " banding.

Basis of Payment. This work will be paid for at the contract unit price per EACH for CAMERA MOUNTING ASSEMBLY.

### **CAT 5 ETHERNET CABLE**

Revised: March 22, 2018

Description. This work shall be in accordance with Sections 873, 1076, and 1088 of the Standard Specifications except as modified herein. This work shall consist of furnishing and installing an outdoor rated CAT 5E cable in conduits, handholes, and poles. The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed for Outdoor Above- Ground or Conduit Duct applications
- Cat5E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard
- Shielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant
- Water Blocking Gel

Basis of Payment: This work will be paid for at the contract unit price per FOOT for CAT 5 ETHERNET CABLE.

## **CLOSED-CIRCUIT TELEVISION DOME CAMERA, IP BASED**

Revised: March 22, 2018

Description. This work shall consist of furnishing and installing closed-circuit television (CCTV) cameras, dome camera assemblies, camera brackets, and all other items required for installation and operation as indicated on the plan sheets.

Camera: The CCTV camera shall be an Axis Model Q6042-E dome camera assembly for integration into the existing District 6 ITS/ATMS network. The Contractor shall provide all materials required to install the proposed camera on the proposed pole or existing mast arm as shown on the plan sheets. The Contractor shall submit catalog cut sheets to the Department for all items (mounting brackets, hardware, etc.) that will be utilized for review prior to commencing work. The Department will program the cameras.

Environmental Enclosure/Housing: The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed enclosure. The assembly shall be supplied with an integral sun shield. The enclosure shall be fully water and weather resistant with a NEMA 4 rating or better. The camera dome shall be constructed of distortion free acrylic or equivalent material that must not degrade from environmental conditions. The environmental housing shall include a camera mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector. An integral fitting compatible with a standard 1-1/2 in NPT pipe, suitable for outdoor pendant mounting shall also be provided. The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall turn on when the temperature within the enclosure falls below 40°F. The heater shall turn off when the temperature exceeds 60°F. The heater will minimize internal fogging of the dome faceplate when the assembly is operated in cold weather. In addition, a fan shall be provided as part of the enclosure. The fan will provide airflow to ensure effective heating and to minimize condensation. The enclosure shall be equipped with a hermetically sealed, IP 66 rated weatherproof connector located near the top for external interface.

CCTV Dome Camera Mounting Supports: The Contractor shall furnish and install an Axis Pole Mount Bracket T91A67 (part number 5017-671) for camera installation on traffic signal mast arms and CCTV camera poles and stainless-steel banding as required. Mounting supports shall be configured as shown on the camera support detail plans and as approved by the Engineer. Mount shall be of aluminum construction with enamel or polyester powder coat finish. Braces, supports, and hardware shall be stainless steel. Wind load rating shall be designed for sustained gusts up to 90 mph, with a 30% gust factor. Load rating shall be designed to support up to 75 lbs. For roof or structural post/light pole mounting, mount shall have the ability to swivel inward for servicing. The mounting flange shall use standard 1-1/2 inch NPT pipe thread.

Connecting Cables: The Contractor shall furnish and install outdoor rated, CAT 5E cable. The cable shall be terminated using the IP66 rated RJ-45 connector on the camera end and a shielded RJ-45 connector in the cabinet. The Contractor shall test the cable after termination.

Cable will be paid for separately.

Construction Requirements. The Contractor shall prepare a shop drawing detailing the complete CCTV dome camera assembly and installation of all components to be supplied for approval of

the Engineer. Particular emphasis shall be given to the cabling and the interconnection of all of the components. The Contractor shall install the CCTV dome camera assembly at the locations indicated in the Plans. The CCTV dome camera assembly shall be mounted on a pole, wall, or other structure.

Testing. The Contractor shall test each installed CCTV dome camera assembly. The test shall be conducted from the field cabinet using the standard communication protocol and a laptop computer. The Contractor shall verify that the camera can be fully exercised and moved through the entire limits of pan, tilt, zoom, focus, and iris adjustments, using both the manual control and presets. The Contractor shall maintain a log of all testing and the results. A representative of the Contractor and a representative of the Engineer shall sign the log as witnessing the results. Records of all tests shall be submitted to the Engineer prior to accepting the installation.

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

Basis of Payment. This work will be paid for at the contract unit price per EACH for CLOSED CIRCUIT TELEVISION DOME CAMERA, IP BASED.

## **COLD MILLING (SPECIAL)**

Description. This work shall consist of the variable depth removal of existing HMA or concrete pavement to eliminate or reduce elevation differences during construction staging to maintain temporary traffic according to applicable portions of Section 440 of the Standard Specifications, the special provisions included herein or as otherwise directed by the Engineer.

Construction Requirements. The milling shall be performed at locations as described in the plans or as directed by the Engineer. Besides the areas called out in the plans, a nominal amount of cold milling (special) has been included for use as directed by the Engineer. The actual milling areas and slopes shall be determined in the field as directed by the Engineer and shall provide safe transitions for temporary traffic. Adjustments to the areas of milling called out in the plans and areas not shown in the plans that are added at the direction of the Engineer shall be expected and shall not be cause for additional compensation.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for COLD MILLING (SPECIAL).

## **COMBINATION CURB AND GUTTER REMOVAL**

Description. This work shall consist of the removal and disposal of existing concrete curb and gutter, gutter, gutter outlets, curb, bituminous curb, or stone curb at the locations shown on the plans and according to Section 440 of the Standard Specifications. This work also will include the removal of any existing bituminous concrete which extends beyond the existing edge of pavement into the gutter flag. The bituminous material shall be sawed or otherwise cut to a smooth face along the edge of the pavement before removal. The material shall be disposed of outside of the limits of right-of-way.

Basis of Payment. This work will be paid for at contract unit price per FOOT for COMBINATION CURB AND GUTTER REMOVAL and CURB REMOVAL, which price shall include all labor and equipment required to complete the work as specified including disposal.

## **COMBINATION LIGHTING CONTROLLER**

Description. This work shall consist of furnishing and installing a lighting controller in the traffic signal cabinet to control the operation of the combination lighting units. The controller shall be according to all applicable portions of Section 1068.01 of the Standard Specifications, the plans, and as directed by the Engineer. Furnish and install all wiring between components to make a fully functional lighting control system for the combination lights.

Basis of Payment. This work will be paid for at the contract unit price per EACH for COMBINATION LIGHTING CONTROLLER.

## **COMBINATION MAST ARM ASSEMBLY AND POLE**

Revised: October 22, 2012

Description: This work shall conform to the requirements of Sections 877 and 1077.03 of the Standard Specifications and the following additions or exceptions. The combination mast arm assembly shall be supplied with twin 15-foot luminaire mast arm for mounting the luminaire as indicated on the plans.

Basis of Payment: This work will be paid for at the contract unit price per EACH for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE of the signal arm length specified.

### **CONCRETE MEDIAN SURFACE, 4 INCH**

Description. This work shall include the construction of concrete median surface of the thickness specified and coarse aggregate backfill according to the plans, Standard 606301, Section 606 of the Standard Specifications and as specified herein unless otherwise directed by the Engineer. The coarse aggregate fill behind the median or corner island curb lines shown in Standard 606301 and described in Article 606.09 of the Standard Specifications shall be considered included in the cost of the concrete median surface, and no additional compensation will be allowed. The coarse aggregate fill shall be constructed from the bottom of curb on compacted subgrade to the bottom of the concrete median surface.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN SURFACE, 4 INCH.

### **CONCRETE MEDIAN SURFACE REMOVAL**

This work shall include the removal and disposal of existing concrete median surface according to Section 440 of the Standard Specifications and as directed by the Engineer. This work will be paid for at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN SURFACE REMOVAL.

### **CONCRETE MEDIAN, TYPE SM (DOWELLED)**

Description. This work shall include constructing a solid median on the west leg of St. Joseph Street according to applicable portions of Section 606 of the Standard Specifications, Standard 606301, and as shown on the typical sections, cross sections and details included in the plans. The solid concrete median will be built on top of the HMA surface course during post-stage 3 activities so that temporary traffic can be maintained in the proposed median area in previous stages.

Basis of Payment. This work will be at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN, TYPE SM (DOWELLED) which will include all labor, material and equipment necessary to complete this solid median item of work including any necessary pavement fabric and tie bars.

### **CONCRETE MEDIAN, TYPE SM (SPECIAL)**

Description. This work shall include constructing a solid median on the east and west legs of Lincolnshire Boulevard according to applicable portions of Section 606 of the Standard Specifications, Standard 606301, and as shown on the typical sections, cross sections, and details included in the plans. The median gutter flag widths shall be different on each side of the median, and the slopes shall be constructed as detailed in the typical sections, cross sections, and intersection details so as not to trap water with the proposed drainage layout.

Basis of Payment. This work will be at the contract unit price per SQUARE FOOT for CONCRETE MEDIAN, TYPE SM (SPECIAL) which will include all labor, material, and equipment necessary to complete this solid median item of work.

### **CONNECTION TO EXISTING MANHOLE**

Description. This work shall consist of connecting proposed storm sewer to existing manholes according to applicable portions of Sections 550 and 602 of the Standard Specifications or as directed by the Engineer. The work shall include, but is not limited to, saw-cutting the existing manhole to accommodate the new storm sewer size or angle, patching existing holes in the manhole structure, placing masonry in the manhole to provide a watertight connection, and backfill and compaction.

Basis of Payment. This work will be paid for at the contract unit price per EACH for CONNECTION TO EXISTING MANHOLE. The work shall include all labor, equipment and material necessary to complete the connection to the satisfaction of the Engineer.

### **CONTROLLED LOW-STRENGTH MATERIAL**

Description. This work shall consist of filling voids between drainage structures and/or storm sewer and pipe culverts where soil or trench backfill compaction is difficult or as directed by the Engineer. The voids shall be backfilled with a controlled low-strength material to the elevation of the proposed subgrade in accordance with Section 593 of the Standard Specifications.

The controlled low-strength material shall be poured in three lifts not to exceed 3 feet per lift.

Basis of Payment. This work will be paid for at the contract unit price per CUBIC YARD for CONTROLLED LOW-STRENGTH MATERIAL, which price shall include all labor, equipment, and materials necessary to complete the filling of the voids.

## **DELINEATOR REMOVAL**

Description. This work shall consist of the removal of existing delineators according to Sections 201 and 635 of the Standard Specifications or as directed by the Engineer. Materials to be removed include, but are not limited to, posts, supports, foundations, and associated hardware at the locations shown on the plans or as directed by the Engineer. All material included with this removal shall be disposed of according to Article 202.03 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per EACH for DELINEATOR REMOVAL.

## **EARTH EXCAVATION**

This work shall consist of the excavation, transportation, and disposal of excavated material throughout the limits of the contract including existing pavement sub-base materials to embankment locations in accordance with the applicable portions of Sections 201 and 202 of the Standard Specifications. The Contractor shall be required to clear and remove from the site all unsuitable material within the proposed right-of-way and easement limits. Unsuitable material shall include but not be limited to trash, solid waste, concrete rubble, bricks, gravel, vegetation, or any other foreign unsuitable earth material. These materials will not be allowed for embankment, and the cost to remove and dispose of them offsite shall be considered to be included in the cost for Earth Excavation.

The Contractor shall be required to stockpile existing topsoil material encountered in excavation areas so that it can be reused on all disturbed areas during embankment operations.

The Contractor may be required to conduct some of his/her grading and trenching operations around transmission poles and under transmission lines. The added cost of doing so shall be included in the cost of Earth Excavation. Existing concrete sign bases, electrical duct, electrical conduit and cable, and other miscellaneous concrete not specifically shown on the plans, but interfering with proposed construction, shall be removed. The cost of this work shall be included in the cost of Earth Excavation.

The earth excavation on this project shall be coordinated with the removal and placement of the special waste operations as discussed in Removal and Disposal of Regulated Substances special provision. The quantities shown in the Earthwork schedule have been adjusted to reflect the estimated non-special waste disposal volumes in the Preliminary Site Investigations for the project.

## **ELECTRIC CABLE**

Effective November 1, 1984

Revised September 7, 2010

Description. This work shall consist of furnishing and installing electric cable of the type size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications except as described herein.

Construction Requirements. All stranded wire connections in signal heads, push buttons, and terminal compartments shall be made with insulated spade connections. Cables shall be identified by color coded tape applied at both the signal and controller ends. The color-coding shall be as shown on the plans.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for ELECTRIC CABLE of the type, size, and number of conductors specified.

## **FENCE REMOVAL**

Description. This work shall consist of removing all existing fencing, gates, posts, supports, foundations, and associated hardware at the locations shown on the plans or as directed by the Engineer. All material included with this removal shall be disposed of offsite by the Contractor. All work shall be completed in accordance with the applicable portions of Section 201 of the Standard Specifications.

Prior to beginning fence removal operations, the Contractor shall notify the adjacent property owners in addition to the Engineer to ensure that animals are properly contained outside of the right-of-way limits.

Basis of Payment. This work will be measured and paid for at the contract unit price per FOOT for FENCE REMOVAL.

## **FIBER OPTIC CABLE 24 FIBERS, SINGLE MODE**

Revised: March 22, 2018

Description. This work shall consist of furnishing and installing a fiber optic cable in accordance with the requirements of Sections 871 and 1076.02 of the Standard Specifications. The fiber optic cable shall be installed in the existing conduit at the locations indicated in the plans. This work shall be in accordance with Sections 801, 864, 871, and 1076 of the Standard Specifications, except as modified herein.

Each cable shall be clearly labeled in each cabinet utilizing a durable computer-generated label. The label shall contain information regarding the locations to and from which the cable is installed. The Contractor shall provide numerical foot marking data at all handholes, vaults, cabinets, or enclosures to the Department.

Twelve of the fibers shall be terminated with LC connectors. All terminated fibers shall be clearly labeled pursuant to fiber color, termini locations, and buffer tubes. Terminated fibers not being used shall be labeled "spare", and terminated fibers not attached to a distribution enclosure shall be capped and sealed after testing.

All ancillary components required to complete the fiber optic cable plant, including but not limited to moisture and water sealants, cable caps, splice trays, weather-proof splice kits, boots, cable trays, splice enclosures, termination panels, etc., shall be supplied under this pay item and will not be paid for separately. These items shall be submitted to the Department for approval.

The fiber optic cable shall be clearly marked in each handhole, communication vault, or cabinet with a brightly colored (orange or yellow) weather resistant label securely attached to the cable.

The Contractor shall provide and install simultaneously one of the following means of locating each fiber optic cable installation, i.e. a stranded and insulated 12 AWG (EPR-TYPE RHW or THHN) tracer cable or locatable HDPE duct with an encased 18 AWG wire. The locatable wire shall be made continuous between fiber termination panels. There will be no additional compensation for this work.

Materials. The single-mode fiber optic cable shall incorporate a loose buffer-tube design. The cable shall conform to the requirements of RUS 7 CFR1755.900 (PE-90) for a single, sheathed, and non- armored cable and shall be new, unused, and of current design and manufacture.

Experience Requirements. Personnel involved in the installation, splicing, and testing of the fiber optic cables shall meet the following requirements:

- The Contractor and the Contractor's fiber optic installation personnel shall have a minimum of three years experience in the installation of fiber optic cables including splicing, terminating, and testing single mode fibers.
- The Contractor and the Contractor's fiber optic installation personnel shall have successfully and completely installed two outdoor fiber optic cable systems in conduit where the systems have been continuously and fully operational for at least two years. The Contractor shall submit the names, addresses, and telephone numbers of personnel who can be contacted regarding the installed fiber optic systems, along with photographs and other supporting documents pursuant to these installations and shall plan to demonstrate one of these systems to the Department's representatives and the Engineer.
- Installers shall be familiar with the cable manufacturer's recommended procedures for installing the cable. This shall include knowledge of splicing procedures for equipment being used on this project and knowledge of all hardware such as furcation kits and splice closures. The Contractor shall submit documented cabling, testing, splicing, furcation, and other installation procedures to the Engineer for purposes of inspection and acceptance of the Contractor's work.
- Personnel involved in testing shall have been trained by the manufacturer of the fiber optic cable test equipment to be used. Proof of this training shall be submitted to the Engineer for approval. The Contractor shall also submit documentation of the testing procedures for approval by the Engineer.

Installation in Conduit. The Contractor shall ensure that the maximum cable bending radius is not

exceeded during any unreeling, pulling, or installation operation. Entry guide chutes shall be used to guide the cable into handhole conduit ports. Lubricating compound shall be used to minimize friction. Corner rollers (wheels), if used, shall not have effective radii greater than the maximum specified installation bending radius of the cable.

The pulling tension shall be continuously measured and shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks can be used to ensure that the cable tensile strength is not exceeded. The pulling system shall have an audible alarm that sounds whenever a pre-selected tension level is reached. Tension levels shall be recorded continuously and shall be given to the Engineer upon request.

The cable shall be pulled into the conduit as a single component, absorbing the pulling force in all tension elements. The central strength member and aramid yarn shall be attached directly to the pulling eye during cable pulling. "basket grip" or "Chinese-finger type" attachments, which only attach to the cable's outer jacket, shall not be permitted. A breakaway swivel, rated at 95% of the cable manufacturer's approved maximum tensile loading, shall be used on all pulls. When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

Splicing Requirements. Splices shall be made at locations shown on the plans. Any other splices shall be permitted only with the approval of the Engineer. The Contractor shall submit a splicing plan to the Department for approval.

Operation and Maintenance Documentation. After the fiber optic cable plant has been installed, two complete sets of operation and maintenance documentation shall be provided. The documentation shall, as a minimum, include the following:

- (a) Complete and accurate as-built diagrams showing the entire fiber optic cable plant including locations of all splices.
- (b) Final copies of all approved test procedures.
- (c) Complete performance data of the cable plant showing the losses at each terminal connector.
- (d) Complete parts lists including names of vendors.
- (e) Electronic testing files (OTDR traces, power meter data, etc.)

Testing Requirements. Testing shall be in accordance with Article 801.13, except where modified by this special provision.

The Contractor shall submit detailed test procedures for approval by the Engineer. All continuous fiber runs shall be tested bi-directionally at both 1310 nm and 1550 nm with a power meter and optical source and OTDR. For testing, intermediate breakout fibers may be concatenated and tested end-to-end. Any discrepancies between the measured results and these specifications will be resolved to the satisfaction of the Engineer.

The Contractor shall provide the date, time, and location of any tests required by this specification to the Engineer at least five days before performing the test. Upon completion of the cable installation, splicing, and termination, the Contractor shall test all fibers in each link for continuity and attenuation. The test procedure shall be as follows:

A certified technician utilizing an optical source/power meter and OTDR shall conduct the testing.

The technician is directed to conduct the test using the standard operating procedures defined by the manufacturer of the test equipment. All fibers installed shall be tested in both directions.

At the completion of the test, the Contractor shall provide two copies of documentation of the test results to the Engineer. The test documentation shall be bound and shall include the following:

Cable & Fiber Identification:

- Cable ID
- Cable Location - beginning and end Fiber ID, including tube and fiber color Operator Name
- Date & Time Setup Parameters Wavelength
- Pulse width (OTDR) Refractory index (OTDR) Range (OTDR)
- Scale (OTDR)
- Setup Option chosen to pass OTDR “dead zone”

Test Results:

Optical Source/Power Meter:

Total Attenuation (dB/km)

These results shall be provided in tabular form. The following shall be the criteria for the acceptance of the cable:

- The test results shall show that the dB/km loss does not exceed +3% of the factory test or 1% of the cable's published production loss. However, no event shall exceed 0.10 dB. If any event is detected above 0.10 dB, the Contractor shall replace or repair the proposed fiber and/or fusion splice and connector including that event point.
- The total dB loss of the cable, less events, shall not exceed the manufacturer's production specifications as follows: 0.5 dB/km at both 1310 and 1550 nm.
- If the total loss exceeds these specifications, the Contractor shall replace or repair that cable run at the Contractor's expense including both labor and materials. Elevated attenuation due to exceeding the pulling tension during installation shall require the replacement of the cable run at the Contractor's expense including labor and materials.

The Contractor shall label the destination of each trunk cable onto the cable in each handhole and termination panel.

Slack Storage of Fiber Optic Cables: As part of this pay item, slack fiber shall be supplied as necessary to allow splicing the fiber optic cables in a controlled environment, such as a splicing van or tent. After splicing has been completed, the slack fiber shall be stored underground in handholes and in the traffic controller cabinets.

Extra Cable: Extra cable shall be left in each handhole and double handhole. Storage of additional extra cable in each handhole shall be coiled. These coils shall be bound at a minimum of three points around the coil perimeter and supported in their static storage position. The minimum of extra cable amounts shall be as follows unless stated differently on the plan sheets.

| <u>Location:</u> | <u>Extra Cable length: feet</u> |
|------------------|---------------------------------|
| Handhole         | 10.0 Feet                       |
| Double Handhole  | 50.0 Feet                       |
| Controller       | 6.0 Feet                        |

Basis of Payment. This work will be paid for at the contract unit price per FOOT for FIBER OPTIC CABLE IN CONDUIT, 24 FIBERS, SINGLE MODE and shall be payment in full for all labor, equipment, and material required to provide, install, terminate, splice, and test the fiber optic cable as described above.

## **FULL-ACTUATED CONTROLLER**

Revised: February 11, 2013

Description. This item shall consist of furnishing, installing and, placing into operation a multi-phase microprocessor-based controller at the location(s) indicated on the plans or as directed by the Engineer. The controller shall comply with the requirements of Sections 857, 1073.01, and 1074.03 of the Standard Specifications and the following additions or exceptions.

The controller shall meet or exceed the requirements of the NEMA TS2 standards for a type 1 controller. Data entry shall be by keyboard or personal computer. The controller shall be fully compatible with the NTCIP Standard.

If rivets are exposed on the outside of the cabinet, they shall be either stainless steel or aluminum to prevent oxidation.

The controller cabinet shall contain a pullout tray for placement of a laptop computer. The controller cabinet shall have a door switch that will turn off the video detection monitor when the cabinet door is closed.

The controller timings shall be stored in a hot swappable storage device that can be inserted or removed without powering down the controller. The device shall be capable of storing the entire controller database, and the controller shall be capable of functioning without the storage device present.

There shall be three communications ports. Port 1 shall be a high-speed serial bus for communications with the malfunction management unit, terminals and facilities, and detection. Communications shall be SDLC format with defined protocol, EIA RS-485 interface. Port 2 shall be an EIA RS-232C interface to allow use of a personal computer for data entry and transfer of status and events or output of timing and operational data to a printer. Port 3 shall be for systems interface. The controller shall also have an Ethernet port that shall support 10/100 base T networks.

Coordination: The coordinator shall provide a minimum of 20 timing plans with a minimum of one cycle length, one set of splits, and three offsets per timing plan. Cycle lengths shall be adjustable from 30-255 seconds, splits and offsets shall be set in seconds or percent, and offsets reference to beginning of green of the first served coordinated phase.

Diagnostics: The controller and terminal facility shall have full diagnostics in accordance with the

NEMA TS2 standard.

Malfunction Management Unit: The malfunction management unit shall be a type 1 sixteen channel with three inputs per channel.

Terminals and Facilities: The terminal facilities shall have TS1 compatible load switches, flasher and flash transfer relay. The load switches shall contain two LED indicators per circuit to provide information concerning the circuit input and output states. The back panel must accommodate 16 load switches.

All main panel wiring shall conform to the following wire size and color:

|                                                       |                       |
|-------------------------------------------------------|-----------------------|
| Green/Walk load switch output                         | brown wire, 14 gauge  |
| Yellow load switch output                             | yellow wire, 14 gauge |
| Red/Don't Walk load switch output                     | red wire, 14 gauge    |
| MMU (other than AC power)                             | violet wire, 22 gauge |
| Controller I/O                                        | blue wire, 22 gauge   |
| AC Line - power panel to main panel (1 for each 4 LS) | black wire, 10 gauge  |
| AC Line – main panel                                  | black wire, 14 gauge  |
| AC Neutral – power panel to main panel                | white wire, 10 gauge  |
| Earth ground – power panel                            | green wire, 8 gauge   |
| Flash programming flasher terminal                    | orange wire, 14 gauge |
| Red or yellow field terminal                          | black wire, 14 gauge  |

The main panel shall incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into flash. The relay shall have a momentary pushbutton to apply power to the load switch input for troubleshooting.

A bus interface unit (BIU) shall be used for I/O electronics. Detection interface to the controller shall be through a BIU.

The surge suppression for the controller cabinet shall be an EDCO SHA 1250, base mounted. The normally open contacts of the suppressor shall be wired to the alarm 2 input of the controller for system monitoring.

Basis of Payment. This work will be paid for at the contract unit price per EACH for FULL-ACTUATED CONTROLLER, of the sequence, phasing, and cabinet shown on the plans.

## **HANDHOLE**

Description: This work shall consist of furnishing the materials and installing a precast composite concrete handhole, heavy-duty handhole, or double handhole according to Section 814 and 1088.05 of the Standard Specifications and the following additions or exceptions.

Precast Composite Concrete Handhole or Double Handhole: The frame and cover shall be constructed of a polymer concrete and reinforced with a heavy-weave fiberglass cloth. The material shall be in accordance with Section 1088.05 of the Standard Specifications. The nominal dimensions of the handhole shall be a minimum 17"(W) x 30"(L) x 30"(D), and the nominal dimensions of the double handhole shall be a minimum 30"(W) x 48"(L) x 30"(D).

The cover shall contain the legend "TRAFFIC SIGNALS" and shall be held down by two stainless steel hex head bolts. The cover shall contain two recessed lift pins. The cover for a double handhole shall be a split lid, two-piece cover.

Basis of Payment: This work will be paid for at the contract unit price per EACH for HANDHOLE; HEAVY-DUTY HANDHOLE; or DOUBLE HANDHOLE.

## **HEADWALL REMOVAL**

Description. This work shall consist of removing existing culvert headwalls at the locations shown on the plans or as directed by the Engineer. All material included with this removal shall be disposed offsite by the Contractor according to Article 202.03 of the Standard Specifications. All work shall be completed according to applicable portions of Section 501 of the Standard Specifications. The work associated with this pay item includes all shapes, sizes, and materials of culvert headwalls and all appurtenances used to fasten or support the headwall materials.

Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for HEADWALL REMOVAL.

## **HMA ANTI-STRIP ADDITIVE REQUIREMENTS**

HMA mixtures utilizing crushed gravel or sandstone coarse aggregate shall incorporate an anti-strip additive according to Article 1030.05(c). The additive shall be sufficient to achieve a TSR equal to 0.90 or greater for 6-inch specimens. If a liquid additive is used, the additive quantity shall be between 0.25% and 1.0% of the total weight of liquid asphalt. The mixture shall meet the minimum conditioned tensile strength requirements described in Article 1030.05(c).

The anti-strip additive product utilized for mix design verification shall be used for mixture production. A change in anti-strip additive product requires a reverification of the TSR and minimum conditioned tensile strength requirements prior to mixture production.

HMA mixtures having an ABR greater than 20% incorporating RAP/FRAP materials consisting of

crushed gravel or sandstone coarse aggregate shall include an anti-strip additive. Where the RAP/FRAP materials requiring anti-strip were not included in the initial mix design verification, a new mix design is not required. However, a re-verification of the TSR and minimum conditioned tensile strength requirements is required prior to mixture production.

This work will not be measured for payment. The cost of furnishing and introducing anti-stripping additives in the HMA shall be included in the contract unit price of the HMA item involved.

### **HOT-MIX ASPHALT BINDER COURSE, VARIABLE DEPTH**

Description. This work shall be completed according to applicable portions of Section 406 of the Standard Specification and the special provisions included herein.

Construction Requirements. The Contractor shall construct the HMA binder courses to allow the final HMA surface course to be placed as a nominal thickness to meet the lines and grades shown on the plans. This will require that the HMA binder courses be placed in variable depths to achieve the desired pavement cross slopes and accommodate the crown corrections required due to the existing pavement surface and slope.

Basis of Payment. This work will be paid for at the contract unit price per TON for HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70.

### **HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"**

Description. This work shall consist of constructing HMA driveway pavement on a prepared subgrade according to applicable portions of Sections 407 and 423 of the Standard Specifications, the plans, the special provisions included herein, or as otherwise directed by the Engineer. The HMA binder and surface course materials shall match the mixture designs shown in the plans for HMA shoulders. The HMA surface course lift thickness shall be 2 inches.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8".

### **INLETS, SPECIAL, NO. 1**

Description. This work shall consist of furnishing and installing an inlet, type A with a curb-type frame and grate as specified below or approved equal according to Section 602 of the Standard Specifications and as shown in the plans.

Frame and Grate (R-3275) Characteristics:

- Rectangular Shape
- Gray Iron Material Type
- Grate Width = 17 inches

- Grate Length = 21¼ inches
- Grate Seat Depth = 1 7/8 inches
- Frame Width = 21½ inches
- Frame Length = 17 1/8 inches
- Frame Seat Depth = 2 inches
- Clear Opening Width = 19 inches
- Frame Flange Diameter = 34½ inches
- Grate open area = 1 square foot
- Grate Slit Opening Width – 2½ inches
- Grate Type A

This inlet is intended to be used in restrictive cover locations as specified in the plans.

Basis of Payment. This work will be paid for at the contract unit price per EACH for INLETS, SPECIAL, NO. 1.

#### **INLETS TO BE ADJUSTED**

Description. This work shall consist of removing the existing casting and adjusting the inlet structure according to Section 602 of the Standard Specifications. The Contractor shall establish the casting grade to the satisfaction of the Engineer. Any damage caused to the casting or inlet by the Contractor shall be repaired or replaced at their own expense.

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

#### **LANDSCAPING IMPACTS**

Any work directly in conflict with or in close proximity to privately owned landscaping, whether within existing proposed right-of-way or temporary easements, shall be coordinated with the Engineer prior to initiating the work. Every effort shall be made to avoid conflicts with landscaping, and minor revisions to the proposed improvements to avoid conflicts are to be expected.

If a conflict with landscaping cannot be avoided, the Contractor may be required to remove and/or replace the existing landscaping to like condition to the satisfaction of the Engineer. Potential work items that the Contractor may be required to complete include, but are not limited to, landscape edging, retaining walls, signage, mulch, landscape rock, trees, shrubs, plants, sprinkler systems, and landscape lighting. The Contractor shall not initiate extra work related to landscaping without the approval of the Engineer. The Contractor shall be compensated for this work in accordance with Article 109.04 of the Standard Specifications.

## **LUMINAIRE, LED**

Effective: February 1, 2016

Description. This work shall consist of furnishing and installing LED luminaire as shown on the plans, as specified herein. The luminaire including the housing, driver, and optical assembly shall be assembled in the U.S.A. The luminaire shall be assembled by and manufactured by the same manufacturer. The luminaire shall be in compliance with ANSI C136.37. LED light source(s) and driver(s) shall be RoHS compliant.

Submittal Requirements. The Contractor shall submit, for approval, an electronic version of all associated luminaire IES files, AGI32 files and the TM-21 or TM-28 calculator spreadsheet with inputs and reports associated with the project luminaires. The Contractor shall also provide (as a minimum) an electronic (PDF) version of each of the following manufacturer's product data for each type of luminaire:

1. Descriptive literature and catalogue cuts for luminaire, LED driver, and surge protection device.
2. LED drive current, total luminaire input wattage and total luminaire current at the system operating voltage or voltage range and ambient temperature of 25 C.
3. LED efficacy per luminaire expressed in lumens per watt (lpw).
4. Initial delivered lumens at the specified color temperature, drive current, and ambient temperature.
5. Computer photometric calculation reports as specified and in the luminaire performance table.
6. TM-15 BUG rating report.
7. Isofootcandle chart with max candela point and half candela trace indicated.
8. Documentation of manufacturers experience and verification that luminaires were assembled in the U.S.A. as specified.
9. Supporting documentation of compliance with ANSI standards as well as UL listing as specified.
10. Supporting documentation of laboratory accreditations and certifications for specified testing as indicated.
11. Thermal testing documents as specified.
12. IESNA LM-79, LM-80 (or LM-84) and TM-21 (or TM-28) reports as specified.
13. Salt fog test reports and certification as specified.
14. Vibration Characteristics test reports and certification as specified.
15. Ingress protection test reports as specified.
16. Written warranty.

A sample luminaire shall be provided upon request of the Engineer. The sample shall be as proposed for the contract and shall be delivered to the district headquarters.

Manufacturer Experience. The luminaire shall be designed to be incorporated into a lighting system with an expected 20 year lifetime. The luminaire manufacturer shall have a minimum of 33 years of experience manufacturing HID roadway luminaires and shall have a minimum of seven years of experience manufacturing LED roadway luminaires. The manufacturer shall have a minimum of 25,000 total LED roadway luminaires installed on a minimum of 100 separate installations, all within the U.S.A.

### Housing.

**Material.** The luminaire shall be a single device not requiring onsite assembly for installation. The power supply for the luminaire shall be integral to the unit.

**Finish.** Painted or finished luminaire surfaces exposed to the environment shall exceed a rating of 6, according to ASTM D1654, after 1000 hours of ASTM B117 testing. The coating shall exhibit no greater than 30% reduction of gloss, according to ASTM D523, after 500 hours of ASTM G154 Cycle 6 QUV® accelerated weathering testing.

Unless otherwise indicated in the plans, the luminaire color shall be grey.

The luminaire shall slip-fit on a mounting arm with a 2" diameter tenon (2.375" outer diameter), and shall have a barrier to limit the amount of insertion. The slip fitter clamp shall utilize four bolts to clamp to the tenon arm. The luminaire shall be provided with a leveling surface and shall be capable of being tilted  $\pm 5^\circ$  from the axis of attachment in  $2.5^\circ$  increments and rotated to any degree with respect to the supporting arm.

The housing shall be designed to prevent the accumulation of water, ice, dirt, and debris and to ensure maximum heat dissipation.

The effective projected area of the luminaire shall not exceed 1.6 sq. ft. The total weight of the luminaire(s) and accessories shall not exceed 75 pounds.

A passive cooling method with no moving, rotating parts, or liquids shall be employed for heat management.

The luminaire shall include a fully prewired, seven-pin twist lock ANSI C136.41-compliant receptacle. Unused pins shall be connected as directed by the manufacturer and as approved by the Engineer. A shorting cap shall be provided with the luminaire.

**Vibration Characteristics.** All luminaires shall be vibration tested and pass ANSI C136.31 requirements. Luminaires shall be rated for "3G" peak acceleration. Vibration testing shall be run using the same luminaire in all three axes.

**Labels and Decals.** All luminaires shall have labels in accordance with ANSI C136.15 for an external label, and ANSI C136.22 for an internal label.

The luminaire shall be listed for wet locations by an OSHA nationally recognized testing laboratory (NRTL) and shall be compliant with UL 8750 and UL 1598. It shall be identified as such by the NRTL tag/sticker on the inside of the luminaire.

**Hardware.** All fasteners shall be stainless steel. Captive screws are required on any components that require maintenance after installation.

**Internal Luminaire Electrical Connections.** Quick connect/disconnect plugs shall be supplied between the discrete electrical components within the luminaire such as the driver, surge protection device, and optical assembly for easy removal. The quick connect/disconnect plugs shall be operable without the use of tools while wearing insulated gloves.

Provisions for any future house-side external or internal shielding should be indicated along with means of attachment.

Circuiting shall be designed to minimize the impact of individual LED failures on the operation of the other LED's.

Wiring. Wiring within the electrical enclosure shall be rated at 600v, 105°C or higher.

Driver. The driver shall be integral to the luminaire. Integral driver components shall be mounted in the rear of the luminaire on the inside of a removable door or on a removable mounting pad. Driver wiring shall be connected by means of plugs. Upon unplugging the driver wiring, the entire driver assembly shall be removed for maintenance. The removable door or pad shall be secure when fastened in place, and all individual components shall be secured upon the removable element. Each component shall be readily removable from the removable door or pad for replacement.

The plugs shall be keyed and shall be operable without the use of special tools by insulated, gloved hands

The driver shall tolerate indefinite open and short circuit output conditions without damage.

Ingress Protection. The driver Ingress protection (IP) rating as defined in the ANSI/IEC 60529 standard shall have an IP66 rating.

Input Voltage. The driver shall be suitable for operation over a range of 120 to 277 volts or 347 to 480 volts as required by the system operating voltage.

Operating Temperature. The driver shall have an operating ambient temperature range of -40°C to 70°C.

Driver Life. The driver shall provide a lifetime of 100,000 hours at 25° C ambient.

Safety/UL. The driver shall be UL Listed under standard UL 1012.

Power Factor. Drivers shall maintain a power factor of 0.9 or higher and total harmonic distortion of less than 20%.

Driver Efficiency. Efficiency of the driver is defined by the ratio of output power and input power. The driver shall deliver a maximum efficiency of >90% at maximum load and an efficiency of >85% for the driver operating at 50% power.

Electrical Interference. The driver shall meet the electromagnetic compatibility (EMC) requirements per FCC Title 47 Code of Federal Regulations (CFR) Part 15 Class A.

Thermal Fold Back. The driver shall reduce the current to the LED module if the driver is overheating due to abnormal conditions.

Dimming. The driver shall have dimming capability. The driver shall accept a dimming control signal that is compliant with the 0-10V protocol in accordance with ANSI C136.37.

Leakage Current. The driver shall comply with safety standards in accordance with IEC 61347-1.

The surge protection device shall be UL 1449 labeled as type 4 and be an integral part of the luminaire. The SPD shall be compliant with ANSI C136.2-2014 (Draft).

Thermal Performance. Thermal testing shall be provided as defined by ANSI/UL 1598. The luminaire shall start and operate in the ambient temperature range specified in the driver section. The maximum rated case temperature of the driver, LEDs, and other internal components shall not be exceeded when the luminaire is operated in the ambient temperature range specified.

Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation. Testing shall be submitted (whenever is available) to show the maximum rated case temperature of the driver, LEDs, and other internal components are not exceeded when the luminaire is operated with the heat sink filled with debris.

LED Optical Assembly. The LED optical assembly shall be a scalable array consisting of discrete LED panels or modules. Each panel or module shall have a minimum IP rating of 66.

The optical assembly shall utilize high brightness, long life, minimum 70 CRI, 4,000K color temperature (+/-300K) LEDs binned in accordance with ANSI C78.377. Lenses shall be UV-stabilized acrylic or glass.

Lumen depreciation at 50,000 hours of operation shall not exceed 15% of initial lumen output at the specified LED drive current and an ambient temperature of 25° C.

The luminaire may or may not have a glass lens over the LED modules. If a glass lens is used, it must be a flat lens. Material other than glass will not be acceptable. If a glass lens is not used, the LED modules may not protrude lower than the luminaire housing.

The assembly shall have individual serial numbers or other means for manufacturer tracking.

Photometric Performance. Luminaires shall be tested according to IESNA LM-79. This testing shall be performed by a test laboratory holding accreditation from the National Institute of Standards and Technology (NIST) NVLAP for the IESNA LM-79 test procedure. Data reports as a minimum shall yield an isofootcandle chart with max candela point and half candela trace indicated, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, spectral distribution plots, chromaticity plots, and other standard report outputs of the above mentioned tests.

Lumen maintenance shall be measured for the LEDs according to LM-80 or for the luminaires according to LM-84. The LM-80 report shall be based on a minimum of 6,000 hours, yet 10,000 hour reports shall be provided for luminaires where those tests have been completed.

The luminaire shall have a BUG rating of back light B3 or less, up light rating of U0, and a glare rating of G3 or less unless otherwise indicated in the luminaire performance table.

Lumen Maintenance Projection. The luminaire shall have long term lumen maintenance documented according to IESNA TM-21 or IESNA TM-28. Ambient temperature shall be 25° C.

The submitted calculations shall incorporate the light loss factors as indicated the respective performance tables.

Independent Testing. When a contract has 30 or more luminaires of the same type (distribution type and lumen output/wattage), that luminaire type shall be independently tested, unless otherwise noted. The quantity of luminaires to be tested shall be as specified in the following table.

| <b>Contract Quantity</b> | <b>Luminaires to be Tested</b> |
|--------------------------|--------------------------------|
| 1-29                     | 0<br>(unless otherwise noted)  |
| 30-80                    | 2                              |
| 81-130                   | 3                              |
| 131-180                  | 4                              |
| 181-230                  | 5                              |
| 231-280                  | 6                              |
| 281-330                  | 7                              |

The Contractor shall coordinate the testing with the contract schedule taking into account submittal, manufacturing, testing, and installation lead-times and deadlines.

The electrical engineer shall select from all the project luminaires at the Contractor's or distributor's storage facility the luminaires for testing. In all cases, the selection of luminaires shall be a random selection from the entire completed lot of luminaires required for the contract. Selections from partial lots will not be allowed. An additional luminaire shall also be selected for physical inspection by the Engineer at the district headquarters. This luminaire will be available for the Contractor to pick up at a later date to be installed under this contract. This luminaire is in addition to the luminaire required as a part of the submittal process specified elsewhere.

Luminaires shall be tested at a NVLAP accredited laboratory approved for each of the required tests. All costs associated with luminaire testing shall be included in the bid price of the luminaire. The selection of the proposed independent laboratory shall be presented with the information submitted for approval.

The testing performed shall include photometric and electrical testing.

Photometric testing shall be according to IES recommendations and as a minimum, shall yield an isofootcandle chart with max candela point and half candela trace indicated, an isocandela diagram, maximum planned and maximum cone plots of candela, a candlepower table (House and street side), a coefficient of utilization chart, a luminous flux distribution table, BUG rating report, and complete calculations based on specified requirements and test results.

Electrical testing shall conform to NEMA and ANSI standards and, as a minimum, shall include a complete check of wiring connections and a table of characteristics showing input amperes, watts, power factor, total harmonic distortion, and LED drive current.

Two copies of the summary report and the test results (including CDROM) shall be certified by the test laboratory and shall be sent by certified mail directly to the Engineer.

To: District Engineer  
Attn: Bureau Chief of Traffic Operations  
Illinois Department of Transportation  
3215 Executive Park Drive  
Springfield, IL 62703

The package shall state "luminaire test reports" and the contract number clearly. A copy of this material shall be sent to the Contractor and the Engineer at the same time.

Photometric performance shall meet or exceed that of the specified values. If the luminaire does not meet the specified photometric values, the luminaire has failed regardless of whether the test results meet the submitted factory data.

Should any of the tested luminaires of a given type and distribution fail to satisfy the specifications and perform according to approved submittal information, the luminaire type of that distribution type and wattage shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance.

In the case of corrections, the Contractor shall advise the Engineer of the proposed corrections and shall request a repeat of the specified testing, and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated in its entirety. The number of luminaires to be tested shall be the same quantity as originally tested as required in the above table. Retesting, should it become necessary, shall not be grounds for additional compensation or extension of time

Submittal information shall include a statement of intent to provide the testing as well as a request for approval of the chosen laboratory.

Installation. Each luminaire shall be installed according to the luminaire manufacturer's recommendations.

Luminaires which are pole mounted shall be mounted on site such that poles and arms are not left unloaded. Pole mounted luminaires shall be leveled/adjusted after poles are set and vertically aligned before being energized. When mounted on a tenon, care shall be exercised to assure maximum insertion of the mounting tenon. Each luminaire shall be checked to assure compatibility with the project power system. When the night-time check of the lighting system by the Engineer indicates that any luminaires are mis-aligned, the mis-aligned luminaires shall be corrected at no additional cost.

No luminaire shall be installed before it is approved. Where independent testing is required, full approval will not be given until complete test results, demonstrating compliance with the specifications, have been reviewed and accepted by the Engineer.

Pole wiring shall be provided with the luminaire. Pole wire shall run from handhole to luminaire. Pole wire shall be sized No. 10, rated 600 V, RHW/USE-2, and have copper conductors, stranded in conformance with ASTM B 8. Pole wire shall be insulated with XLP insulation. Wire shall be trained within the pole or sign structure so as to avoid abrasion or damage to the insulation.

Pole wire shall be extended through the pole, pole grommet, luminaire ring, and any associated arm and tenon. The pole wire shall be terminated in a manner that avoids sharp kinks, pinching, pressure on the insulation, or any other arrangement prone to damaging insulation value and producing poor megger test results. Wires shall be trained away from heat sources within the luminaire. Wires shall be terminated so all strands are extended to the full depth of the terminal lug with the insulation removed far enough so it abuts against the shoulder of the lug but is not compressed as the lug is tightened.

Included with the pole wiring shall be fusing located in the handhole. Fusing shall be according to Article 1065.01 with the exception that fuses shall be 6 ampere.

Each luminaire and optical assembly shall be free of all dirt, smudges, etc. Should the optical assembly require cleaning, a luminaire manufacturer approved cleaning procedure shall be used.

Horizontal mount luminaires shall be installed in a level, horizontal plane, with adjustments as needed to ensure the optics are set perpendicular to the traveled roadway.

When the pole is bridge mounted, a minimum size stainless steel 1/4-20NC set screw shall be provided to secure the luminaire to the mast arm tenon. A hole shall be drilled and tapped through the tenon and luminaire mounting bracket and then fitted with the screw.

Warranty. The entire luminaire and all of its component parts shall be covered by a ten year warranty. Failure is when one or more of the following occur:

- 1) Negligible light output from more than 10% of the discrete LEDs.
- 2) Significant moisture that deteriorates performance of the luminaire.
- 3) Driver that continues to operate at a reduced output due to overheating.

The warranty period shall begin on the date of project final acceptance. A copy of the acceptance letter shall be sent to the luminaire manufacturer and luminaire manufacturer's representative by the Contractor upon final acceptance.

The replacement luminaire shall be of the same manufacturer, model, and photometric distribution as the original.

Method of Measurement. LED Luminaire classification shall be as follows:

| Type | Min Lumens | Max Lumens |
|------|------------|------------|
| A    | 3,000      | 12,000     |
| B    | 12,001     | 22,000     |
| C    | 22,001     | 36,000     |
| D    | 36,001     | 50,000     |

Where delivered, lumens is defined as the initial delivered lumens at the specified color temperature.

Note: Luminaires above the stated maximums for the specified type will not be accepted.

Basis of Payment. This work will be paid for at the contract unit price per EACH for LUMINAIRE, LED, of the type indicated.

## **MANHOLES TO BE ADJUSTED**

Description. This work shall consist of removing the existing casting and adjusting the manhole structure according to Section 602 of the Standard Specifications. The Contractor shall establish the casting grade to the satisfaction of the Engineer. Any damage caused to the casting or manhole by the Contractor shall be repaired or replaced at their own expense.

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

## **MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID**

This work shall consist of furnishing and installing a manhole, type A, 10'-diameter, with a type 1 frame, closed lid according to Section 602 of the Standard Specifications. This work will be paid for at the contract unit price per EACH for MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID.

## **MANHOLE (SPECIAL)**

Description. This work shall consist of furnishing and installing a manhole, type A, 8'-diameter at Sta. 35+30.00, 68.64' Lt. (BL 55 / 6<sup>TH</sup> Street) with an elevated beehive-type grate as specified below or an approved equal, in accordance with Section 602 of the Standard Specifications, Standard 602416, and as shown in the plans.

### Special Frame and Grate (R-4342) characteristics:

- Round shape
- Gray iron material type
- Grate diameter = 33 inches
- Grate seat depth = 6¾ inches
- Depth from top of structure = 5¼ inches
- Free open area = 278 square inches
- Grate slit opening width – 2½ inches
- Grate thickness = 1 inch

A minimum amount of 6 inches of adjusting rings shall be provided between the manhole flat top slab and the special grate to promote turf growth unless in restrictive cover areas or as otherwise directed by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per EACH for MANHOLE (SPECIAL) and SPECIAL GRATE NO. 1.

## **MODIFY SPRINKLER SYSTEM**

Description. This work shall consist of removing, relocating, and replacing, if necessary, any components of an existing sprinkler system encountered during excavation at locations shown on the plans or as directed by the Engineer.

Construction Requirements. Prior to excavating in the area of an existing sprinkler system, the Contractor shall coordinate with the Engineer and the existing owner of the system a plan for modifying the sprinkler system. The existing sprinkler system shall be relocated and function in like condition to the existing system. Activities include, but are not limited to, relocating sprinkler heads, removing water pipes, relocating water pipes, installing new water pipes, installing new watertight connections, replacing topsoil, seeding areas cut by new water lines, etc. Any existing equipment damaged during excavation shall be replaced by the Contractor at his/her own expense. Any new material such as water pipes, fittings, connections, sealants, etc. necessary to modify the system shall also be considered included in the cost of this work.

Modification of the sprinkler system shall be performed to the satisfaction of the Engineer and the owner of the existing sprinkler system.

Basis of Payment. This work will be paid for via Article 109.04 of the Standard Specifications.

## **PAVEMENT STATIONING NUMBERS AND PLACEMENT**

Reviewed: April 14, 2020

The Contractor shall provide labor and materials required to imprint pavement station numbers in the finished surface of the pavement and /or overlay. The numbers shall be approximately ¾ inch wide, 5 inches high, and 5/8 inch deep.

The pavement station numbers shall be installed as specified herein:

Interval – 250 feet (English stationing) or 100 meters (metric stationing)

Bottom of Numbers – 6 inches from the inside edge of the pavement marking and/or resurfacing joint.

Location:

- 2-Lane Pavements – At centerline in direction of increasing stations.
- 3 and 5-Lane Pavements – Left edge of center lane in direction of increasing stations.
- Multi-Lane Divided Roadways – Outside edge of pavement in both directions.
- Ramps – Along baseline edge of pavement.

Position – Stations shall be placed, so they can be read from the adjacent shoulder.

Format – English [Metric] pavement stations shall use this format (XX+XO [XOO]) where X represents the pavement station.

This work will not be paid for separately but will be considered included in the cost of the associated pavement and/or overlay pay items.

### **PEDESTRIAN PUSH-BUTTON POST**

Reviewed: July 27, 2023

Description. This item shall consist of furnishing and installing a pedestrian push-button post as shown on the plans, special provision, and in accordance with sections 876 and 1077.02 of the Standard Specifications and the following additions or exceptions. The assembly shall consist of a 3" aluminum threaded post.

Basis of Payment. This work will be paid for at the contract unit price per EACH for PEDESTRIAN PUSH-BUTTON POST.

### **PORTLAND CEMENT CONCRETE SIDEWALK CURB**

Description. This work shall consist of constructing PCC combination sidewalk/curb in accordance with the plans, the applicable portions of Sections 424 and 606 of the Standard Specifications and the following or as directed by the Engineer. The location of this work is from Sta. 11+33.48 to Sta. 11+80.70 along the north side of St. Joseph Street in the area of the existing McDonalds entrance.

Construction Requirements. The bottom of the concrete sidewalk curb shall be constructed to match the bottom of the existing McDonalds parking lot pavement, and the top of the sidewalk curb shall be set 6" above the existing parking lot surface at the pavement removal saw-cut line. The sidewalk curb shall be 2' wide to match the existing sidewalk curb, and the proposed sidewalk curb shall be transitioned to match the existing sidewalk curb at the sidewalk curb limits. Where the proposed sidewalk curb matches the existing sidewalk curb, two 18" #6 tie bars shall be drilled and grouted at mid-height of the existing sidewalk curb to avoid differential settlement. The sidewalk curb shall be jointed per Section 606 of the Standard Specification or as otherwise directed by the Engineer. The sidewalk curb shall be sloped toward the existing McDonalds parking lot at 1.50% or as otherwise directed by the Engineer.

The overall height and width of the sidewalk curb may vary to match existing conditions. Any labor, equipment, and materials required to construct the sidewalk curb shall be considered included, and no additional compensation will be allowed for variances from the dimensions provided above.

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

## **POST REMOVAL AND REPLACEMENT**

Description. This work shall consist of the removal, storage, disposal, and replacement if required of existing posts as directed by the Engineer.

Construction Requirements. Materials to be removed and/or replaced include, but are not limited to, posts, supports, foundations, chains, wires and associated hardware at the locations shown on the plans or as directed by the Engineer. All material included with this removal if not being reinstalled shall be disposed of offsite by the Contractor. All work shall be completed according to applicable portions of Section 201 of the Standard Specifications.

It shall be the responsibility of the Contractor to coordinate with the property owner and the Engineer to determine if the existing posts will be replaced or removed. In the case of existing posts to be replaced, the Contractor shall coordinate with the property owner and Engineer to determine the desired location of the replaced posts, and the posts shall be replaced in like condition to the existing post installation. Any labor, equipment, and materials required to replace the posts in like condition to the existing post installation shall be considered included, and no addition compensation will be allowed.

Basis of Payment. This work will be paid for at the contract unit price per EACH for POST REMOVAL AND REPLACEMENT.

## **RELOCATE EXISTING MAILBOX**

Description. This work shall consist of the removal, storage, and reinstallation of existing mailboxes at the locations described in the plans and as directed by the Engineer.

Construction Requirements. The Contractor shall be responsible for coordinating with the Engineer and the local post office (post master) to determine an acceptable method for mail service during periods where a mailbox must be removed. Notice shall be provided to all affected homeowners and businesses that may experience a change in mail delivery procedures. Temporary mailbox facilities may be required to be furnished by the Contractor. In addition to this coordination, all existing mailbox assemblies within the project limits and as noted in the plans shall be relocated to accommodate the conditions of the final roadway improvements. The Contractor shall coordinate the final location of the mailbox with the local post office (post master), the property owner and the Engineer.

The Contractor shall provide access at all times to existing mailbox facilities or provide temporary mailbox facilities as necessary so as not to cause any interruption of mail service as a result of this project.

If the existing mailbox support is deemed unsuitable by the Engineer, a new mailbox support shall be furnished by the Contractor, and the existing mailbox shall be reinstalled on the new support. The cost of new support shall be considered included in the cost of relocating the existing mailbox. If the existing mailbox is damaged during removal or storage, the Contractor shall replace it with a new mailbox to the satisfaction of the property owner at his/her own expense.

Basis of Payment. This work will be paid for at the contract unit price per EACH for RELOCATE EXISTING MAILBOX.

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

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

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

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

### **Site 2224V2-42: B.J. Grand Salon & Spa, 3055 Professional Drive, Springfield, Sangamon County**

- Station 60+88 to Station 63+67, 0 to 104 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.

### **Site 2224V2-44: Commercial Building, 3114-3128 South 6th Street, Springfield, Sangamon County**

- Station 58+34 to Station 60+88, 0 to 143 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Iron, Lead, Manganese.

### **Site 2224V2-48: KFC, 3150 South 6th Street, Springfield, Sangamon County**

- Station 56+45 to Station 56+65, 0 to 205 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 56+65 to Station 58+34, 0 to 180 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.

### **Site 2224V2-49: Taco Bell, 731 E. Stevenson Drive, Springfield, Sangamon County**

- Station 0+00 to Station 1+75, 0 to 215 ft LT of Stevenson Drive centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 1+75 to Station 3+89, 0 to 175 ft LT of Stevenson Drive centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.

### **Site 2224V2-53: Apple Lube Center, 3200 South 6th Street, Southern View, Sangamon County**

- Station 54+34 to Station 55+51, 0 to 111 ft LT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with

Article 669.05(a)(1). Contaminants of concern sampling parameters: Iron, Lead, Manganese.

**Site 2224V2-54: Route 66 Hotel and Conference Center, 625 East St. Joseph Street, Southern View, Sangamon County**

- Station 4+77 to Station 7+40, 0 to 130 ft LT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 7+40 to Station 8+53, 0 to 45 ft LT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 48+60 to Station 50+30, 0 to 165 ft LT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 50+30 to Station 51+70, 0 to 120 ft LT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.
- Station 51+70 to Station 53+63, 0 to 111 ft LT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(2). Contaminants of concern sampling parameters: Lead.
- Station 53+63 to Station 54+34, 0 to 111 ft LT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Iron, Lead, Manganese.

**Site 2224V2-55: United Community Bank, 700 East Stevenson Drive, Southern View, Sangamon County**

- Station 2+93 to Station 4+50, 0 to 105 ft RT of Stevenson Drive centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Contaminants of concern sampling parameters: Iron, pH.
- Station 51+39 to Station 54+95, 0 to 293 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Iron, Lead, Manganese.

**Site 2224V2-56: McDonald's, 3250 South 6th Street, Southern View, Sangamon County**

- Station 10+26 to Station 11+90, 0 to 116 ft LT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 11+90 to Station 12+67, 0 to 45 ft LT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 12+67 to Station 13+70, 0 to 45 ft LT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 49+53 to Station 50+30, 0 to 120 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with

Article 669.05(a)(1). Contaminants of concern sampling parameters: Arsenic, Manganese.

- Station 50+30 to Station 51+39, 0 to 155 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.

**Site 2224V2-63: Arby's, 3300 South 6th Street, Southern View, Sangamon County**

- Station 12+15 to Station 13+52, 0 to 169 ft RT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene, Iron.
- Station 13+52 to Station 15+15, 0 to 40 ft RT of East St. Joseph Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.

**Site 2224V2-69: ABC Mini Storage and Grace Church, 3401 South 6th Street, Southern View, Sangamon County**

- Station 450+00 to Station 451+90, 43 to 60 ft LT of West Frontage Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron.
- Station 451+90 to Station 453+09, 43 to 100 ft RT of West Frontage Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.

**Site 2224V2-81: US Route 66 Village, 3351 South 6th Street Corporate Court, Springfield, Sangamon County**

- Station 36+86 to Station 38+75, 0 to 135 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Contaminants of concern sampling parameters: Iron, pH.

**Site 2224V2-86: FedEx, 600 Corporate Court, Springfield, Sangamon County**

- Station 298+98 to Station 300+45, 0 to 38 ft RT of Comfort Inn Entrance Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 300+45 to Station 302+11, 65 ft LT to 75 ft RT of Comfort Inn Entrance Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 302+11 to Station 303+41, 45 ft LT to 40 ft RT of Comfort Inn Entrance Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.
- Station 53+85 to Station 57+08, 105 ft LT to 45 ft RT of South 6th Street centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 57+08 to Station 61+34, 95 ft LT to 130 ft RT of South 6th Street centerline. The

Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.

**Site 2224V2-95: Agricultural Land, 3800 block of South 6th Street Frontage Road West, Springfield, Sangamon County**

- Station 12+37 to Station 15+33, 100 ft LT to 95 ft RT of Lincolnshire Boulevard centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Arsenic, Iron, pH.
- Station 39+97 to Station 41+05, 50 ft LT to 105 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 41+05 to Station 41+98, 50 ft LT to 50 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.
- Station 41+98 to Station 46+23, 50 ft LT to 50 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 46+23 to Station 47+74, 50 ft LT to 57 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 47+74 to Station 49+25, 90 ft LT to 57 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.
- Station 49+25 to Station 50+78, 75 ft LT to 57 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: Arsenic, Iron.
- Station 50+78 to Station 53+50, 50 ft LT to 50 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Contaminants of concern sampling parameters: Iron, Manganese, pH.
- Station 53+50 to Station 53+85, 50 ft LT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Contaminants of concern sampling parameters: Iron, Manganese, pH.

**Site 2224V2-101: Buraski Builders, 3757 South 6th Street, Springfield, Sangamon County**

- Station 95+95 to Station 97+35, 0 to 48 ft LT of Hazel Dell Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.
- Station 41+05 to Station 41+98, 22 to 50 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Arsenic, Iron, Manganese.
- Station 41+98 to Station 42+42, 35 to 50 ft RT of South 6th Street West centerline. The Engineer has determined this material meets the criteria of and shall be managed in

accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron, Manganese.

**Site 2224V2-102: Marathon Gasoline Station, 3801 South 6th Street, Springfield, Sangamon County**

- Station 95+95 to Station 97+95, 0 to 58 ft RT of Hazel Dell Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.
- Station 96+27 to Station 97+68, 0 to 65 ft LT of West Frontage Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminants of concern sampling parameters: Benzo(a)pyrene, Benzo(b)fluoranthene, Iron.
- Station 97+68 to Station 98+69, 0 to 70 ft LT of West Frontage Road centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminants of concern sampling parameters: Iron.

Work Zones: Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS Sites: **None**

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

**REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

Some areas may be encountered or identified during construction as containing material that may not provide a stable platform for paving operations because these areas normally contain saturated materials or standing water. These areas shall be undercut 18" or to a stable material as determined by the Engineer. The excavated soils shall be replaced with aggregate or suitable earth excavation as determined by the Engineer. The material placed in the undercuts is considered part of the embankment and shall be placed and compacted in accordance with the requirements of Section 205 of the Standard Specifications.

The excavated undercut material may be used elsewhere in the embankment subject to the following restrictions:

- 1) the placement location of the undercut soils must be approved by the Engineer, and
- 2) the moisture content of the undercut material must be reduced by thorough diskings to not more than 110% of standard proctor optimum.

If aggregate material is determined to replace excavated unsuitable material, rock fill shall be utilized, and the Contractor shall be compensated at the contract unit price per cubic yard.

This work will be paid for at the contract unit price per CUBIC YARD for REMOVAL AND

**DISPOSAL OF UNSUITABLE MATERIAL.** No additional compensation will be allowed for the additional drying and/or haul distance necessary to meet the requirements of this special provision. The undercut included in the contract quantities is approximate only and may be increased or reduced by the Engineer as field conditions warrant.

## **REMOVAL OF ELECTRIC SERVICE INSTALLATION**

Description. This work shall consist of the removal and disposal of existing electric service installations at the locations shown in the plans in accordance with Section 845 of the Standard Specifications, as directed by the Engineer, and as specified herein.

Construction Requirements. Prior to excavating in the area of existing electric service installations, the Contractor shall coordinate with the Engineer and the existing owner of the equipment to determine a plan for removing the electric service. The owner and the Engineer shall determine any equipment that the owner would like to salvage, and all other equipment and materials shall be disposed of by the Contractor. Any existing equipment to be salvaged that is damaged during excavation shall be replaced by the Contractor at his/her own expense.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVAL OF ELECTRIC SERVICE INSTALLATION.

## **REMOVE AND REINSTALL LIGHTING EQUIPMENT**

Description. This work shall consist of the removal and reinstallation of existing lighting equipment at the locations shown in the plans or as directed by the Engineer.

Construction Requirements. Prior to excavating in the area of existing lighting equipment, the Contractor shall coordinate with the Engineer and the existing owner of the equipment to determine a plan for reinstalling the lighting equipment. The existing lighting equipment shall be relocated as directed by the Engineer and/or owner and function in like condition to the existing lighting equipment. Any existing equipment damaged during excavation shall be replaced by the Contractor at his/her own expense. Any new material necessary to relocate or modify the existing equipment shall also be considered included in the cost of Remove and Reinstall Lighting Equipment.

Relocation of the lighting system shall be performed to the satisfaction of the Engineer and the owner of the existing lighting equipment.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for REMOVE AND REINSTALL LIGHTING EQUIPMENT.

### **REMOVE CONCRETE FOUNDATION (ELECTRICAL)**

Description. This work shall consist of removing and disposing of all existing sign supports and foundations including associated electrical cable, conduits, splice boxes, meters, and hardware at the locations shown on the plans.

Construction Requirements. All material included with this removal shall be disposed of offsite by the Contractor. All work shall be completed in accordance with Section 737 of the Standard Specifications or as directed by the Engineer. All excavated areas shall be backfilled with trench backfill in accordance with Section 208 of the Standard Specifications and compacted to the satisfaction of the Engineer. The cost of backfilling will not be paid for separately but shall be considered included in the cost of the foundation removal. Disposal of all materials shall be the responsibility of the Contractor.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE CONCRETE FOUNDATION (ELECTRICAL).

### **REMOVE EXISTING CONCRETE FOUNDATION**

Description. This work shall include the removal and disposal of existing concrete foundations according to Section 895 of the Standard Specifications and as directed by the Engineer. Concrete foundations include, but are not limited to, traffic signal post foundations, existing sign foundations, utility foundations, fence post foundations, and landscaping foundations.

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

### **REMOVE EXISTING HANDHOLE**

This work consists of removal and disposal of existing handholes as directed by the Engineer. This work shall be completed according to Section 895 of the Standard Specifications. This work will be paid for at the contract unit price per EACH for REMOVE EXISTING HANDHOLE or REMOVE EXISTING DOUBLE HANDOLE.

### **REMOVE EXISTING RIPRAP**

This work shall include the removal and disposal of existing riprap according to Section 202 of the Standard Specifications and as directed by the Engineer. This work will be paid for at the contract unit price per SQUARE YARD for REMOVE EXISTING RIPRAP.

## **REMOVE EXISTING GATE**

Description. This work shall consist of the removal, storage, disposal, and reinstallation if required of existing gates as directed by the Engineer.

Construction Requirements. Materials to be removed and/or reinstalled include, but are not limited to, gates, posts, supports, foundations, and associated hardware at locations shown on the plans or as directed by the Engineer. All material included with this removal if not being reinstalled shall be disposed of offsite by the Contractor. All work shall be completed according to applicable portions of Section 201 of the Standard Specifications.

It shall be the responsibility of the Contractor to coordinate with the property owner and the Engineer to determine if the existing gates will be reinstalled or removed. In the case of existing gates to be reinstalled, the Contractor shall coordinate with the property owner and Engineer to determine the desired location of the reinstalled gate, and the gate shall be reinstalled in like condition to the existing gate installation. Any labor, equipment, and materials required to re-install the gate in like condition to the existing gate installation shall be considered included, and no addition compensation will be allowed.

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

## **REMOVE EXISTING PARKING BLOCKS**

Description. This work shall consist of the removal and satisfactory offsite disposal of existing parking bumper blocks and any associated anchoring at various locations throughout the project. The Contractor shall store removed existing concrete parking blocks that are in good condition until the work is completed, in order to provide replacement parking blocks if required or directed by the Engineer.

Removal of any associated anchoring will not be measured and paid for separately.

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

## **REMOVE EXISTING SERVICE INSTALLATION**

Effective: October 19, 1990

Description. This work shall consist of removing the existing service installation at the location shown on the plans and disposing of the material as directed by the Engineer. The existing service installation material to be removed is to remain the property of the Contractor. The Contractor may use their discretion to remove the material assembled or disassembled. The removal of the existing wood service pole shall be removed as part of this item.

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

## **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

Description. The Contractor shall be required to remove all the existing traffic signal equipment, suspended and buried, to an elevation of not less than 12" below finished grade at which time it interferes with the proposed improvements.

Construction Requirements. The existing traffic signal equipment, including all posts, mast arms poles, signal heads, controller cabinets, conduit, cabling, and all associated appurtenances, shall be removed in accordance with the applicable portions of Section 895 of the Standard Specifications as shown in the plans and shall be satisfactorily disposed of offsite or salvaged as directed by the Engineer. The Contractor shall be required to deliver any traffic signal items requested for salvage to the IDOT District 6 shop in Springfield, IL as directed by the Engineer.

It shall be the responsibility of the Contractor to make any necessary arrangements with the utility company for the disconnection and removal of the traffic signal equipment and transfer to either temporary or permanent signal system as necessary. The temporary or new traffic signal equipment proposed shall be operational prior to this removal.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT, which price shall be payment in full for removing and delivering all the equipment collectively as indicated on the plans.

## **REMOVAL OF EXISTING STRUCTURES**

Description. This work shall consist of the removal and satisfactory disposal of existing drainage structures as specified herein, at locations shown on the plans, and in accordance with the applicable portions of Section 501, and Article 202.03 of the Standard Specifications. This item shall include the removal and disposal of the specified structure including all headwalls, end sections, connected field tiles, and other appurtenances attached to the structure. Field tile connected to the existing drainage structure shall be cut off and plugged or reconnected as directed by the Engineer.

- Existing structure No. 1 is located along BL 55/6<sup>th</sup> Street at Sta. 13+82.71. The structure is a 3'x2'x125' reinforced concrete box culvert with cast in place end sections.
- Existing structure No. 2 is located along BL 55/6<sup>th</sup> Street at Sta. 25+50.45. The structure is a 4'x2'x173' reinforced concrete box culvert with a cast in place end section on the west end and an existing manhole on the east end that will be remain in place and be adjusted. The void in the existing manhole left behind by the removal of the existing box culvert connection shall be filled with masonry bricks and mortar to create a watertight seal to the satisfaction of the Engineer.
- Existing structure No. 3 is located along Hazel Dell Road at Sta. 98+86.04. The structure is a 2.5'x2'x80' reinforced concrete box culvert with cast in place end sections.
- Existing structure No. 4 is located along West Frontage Road 1 at Sta. 96+58.78. The structure is a 2'x2'x54' reinforced concrete box culvert with a cast in place end section on the east end and an existing manhole on the west end that will be removed.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVAL OF EXISTING STRUCTURES of the number specified, which shall include all equipment, materials, labor, and other items required for the complete removal and disposal of the existing structure.

## **REMOVAL OF LIGHTING UNIT, SALVAGE**

Description. This work shall consist of the removal and disposal of existing lighting units and their foundations. This work shall be in accordance with Section 842 of the Standard Specifications and as specified herein.

Construction Requirements. This work consists of removing and salvaging the existing lighting and electrical equipment located throughout the project limits. The Contractor shall be required to remove all electrical equipment and deliver and unload them at a storage facility of the Department, as designated by the Engineer, within Sangamon County. Any items damaged during removal or delivery shall be repaired or replaced in kind by the Contractor.

Prior to initiating the removal of existing lighting units, the Contractor shall coordinate with IDOT District 6 Operations and the Engineer to verify that all temporary lighting is in place and that sufficient lighting is maintained throughout the project duration. Any modifications to the existing lighting system to keep the existing lighting or a portion of the existing lighting operational shall be performed at no additional cost to the Department.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVAL OF LIGHTING UNIT, SALVAGE, which shall include all equipment, materials, labor, and other items required for the complete removal and delivery of existing electrical equipment and the disposal of existing foundations.

## **REMOVE WOOD POST**

Description. This work shall consist of the removal and disposal of existing wood posts as directed by the Engineer.

Construction Requirements. Materials to be removed include, but are not limited to, posts, supports, foundations, and associated hardware at the locations shown on the plans or as directed by the Engineer. All material included with this removal shall be returned to the property owner or disposed of off-site by the Contractor. All work shall be completed according to applicable portions of Section 201 of the Standard Specifications.

It shall be the responsibility of the Contractor to coordinate with the property owner and the Engineer to determine if the existing posts will be returned to the property owner or disposed of off-site. Any labor, equipment and materials required to remove the posts shall be considered included, and no addition compensation will be allowed.

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

WOOD POST.

## **ROCK FILL**

Effective October 15, 1995

Revised April 25, 2008

Description. This work shall consist of furnishing, transporting, and placing rock fill for ground stabilization.

Construction Requirements. The material shall meet quality designation "B" as required in Article 1005.01 of the Standard Specifications and may be shot rock or primary crusher run. It shall not contain objectionable quantities of dirt, sand, clay, or rock fines. The material shall be well graded with a maximum stone dimension of 8 inches. No more than 35% shall have a dimension less than 2 inches.

Rock fill will be measured for payment in tons, in accordance with Article 311.08 except that all references to cubic yard measurement and payment shall be deleted.

Basis of Payment. This work will be paid for at the contract unit price per TON for ROCK FILL.

## **SANITARY MANHOLES TO BE ADJUSTED**

Description. This work shall consist of removing the existing casting and adjusting the manhole structure according to Section 602 of the Standard Specifications. The Contractor shall establish the casting grade to the satisfaction of the Engineer. Any damage caused to the casting or manhole by the Contractor shall be repaired or replaced at his own expense.

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

## **SANITARY MANHOLES TO BE RECONSTRUCTED**

Description. This work shall consist of removing the existing casting and reconstructing the manhole structure according to Section 602 of the Standard Specifications. The Contractor shall establish the casting grade to the satisfaction of the Engineer. Any damage caused to the casting or manhole by the Contractor shall be repaired or replaced at their own expense.

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

## **SAWED JOINTS**

Where a portion of existing pavement, shoulders, curb and gutter, and medians are to be removed and where there is not a joint at or near the limits of the proposed removal, the proposed joint between the existing and new construction shall be scored with a saw to prevent the surface from spalling. The score line shall be straight and shall be at the locations shown on the plans, or as directed by the Engineer.

A sawing machine meeting the approval of the Engineer shall be used. Saw cuts shall be made full depth to provide a square face for abutting future construction or to establish a clean uniform edge for pavement to be left in place. The work shall be completed in accordance with the applicable portions of Section 442 of the Standard Specifications and as directed by the Engineer.

This work will not be paid for separately but considered included in the cost of the item being removed, and no additional compensation will be allowed.

## **SEDIMENT BASINS**

This work shall consist of constructing sediment basins for the purpose of erosion control in accordance with Section 280 of the Standard Specifications, Standard 280001, and the details shown in the plans.

Maintenance of sediment basins will be as directed by the Engineer and shall include the removal of trapped sediment from the basins when the basin becomes 75% filled. Trapped sediment and accumulated silt shall be disposed of according to Article 202.03. Maintenance excavation will also be paid for as Earth Excavation For Erosion Control.

Initial excavation and maintenance of these temporary basins will be measured and paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION FOR EROSION CONTROL and unit price per TON for AGGREGATE (EROSION CONTROL).

## **SIGN REMOVAL, SALVAGE AND RELOCATION**

This work shall consist of the coordination of construction and traffic control activities for the complete removal and disposal of any existing sign panels not identified for removal on the plans or not identified for payment otherwise. Existing traffic and object marker signs located along the existing roadways shall be removed at the time they interfere with construction. Signs shall not be removed until the construction traffic control signage is in place. The signs shall be securely stockpiled at a central location. The City of Springfield's Office of Public Works shall be allowed to salvage any signs that have been removed. The Contractor shall be required to deliver any traffic signs requested for salvage to Springfield's shop located at 1600 Groth Street. The Contractor shall dispose of all surplus signs and posts not claimed by the City. The Contractor shall include the cost of this work in the cost of traffic control and protection standards included in the contract. Construction signage shall not be removed until permanent signs have been re-

installed by the Contractor.

## **SLOTTED DRAIN REMOVAL**

This work shall include the removal and disposal of existing slotted drains according to Section 605 of the Standard Specifications and as directed by the Engineer. This work shall be paid for at the contract unit price per FOOT for SLOTTED DRAIN REMOVAL.

## **SODDING**

Description. This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in sodding operations in accordance with Section 252 of the Standard Specifications and described herein.

Construction Requirements. A nominal amount of sodding has been included for use as directed by the Engineer in lieu of permanent seeding to dress up the commercial and private property turf areas where grass may be difficult to establish or the adjacent property owner is unhappy with seeding. A nominal amount of supplemental watering has also been included for use along with the sodding per Section 252 of the Standard Specifications. Fertilizers shall be applied per Section 252 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for SODDING.

Supplemental watering, fertilizer, and agricultural limestone will be paid for separately.

## **SOIL AND OTHER MATERIALS FOR EMBANKMENTS, FILLS, AND SUBGRADES**

Replace the table in Article 1009.04 with the following.

| Test                                                                                                                   | Suitable Soil | Restricted-Use Soil |
|------------------------------------------------------------------------------------------------------------------------|---------------|---------------------|
| Standard Dry Density at Optimum Moisture Content (OMC), (Illinois Modified AASHTO T 99-Method C & Annex A1), lb/ cu ft | 90 min.       | 90 min.             |
| Organic Content, (AASHTO T 194), %                                                                                     | 10 max.       | 10 max.             |
| Silt and Fine Sand, (AASHTO T88), %                                                                                    | 65 max.       | -                   |
| Passing No. 200 Sieve, %                                                                                               | 35 min.       | -                   |
| Plasticity Index, (AASHTO T90), %                                                                                      | 12 min.       | -                   |
| Liquid Limit, (AASHTO T 89), %                                                                                         | 50 max.       | 60 max.             |

## STATUS OF UTILITIES TO BE ADJUSTED

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records, and, therefore, the locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. Utility companies that have facilities within the project limits anticipate some adjustments will be required. The Contractor shall be required to verify this.

The following utilities are involved in this project. Service lines may need to be adjusted during construction. The Illinois Underground Utility Facilities Damage Prevention Act requires the person excavating to contact the one-call system (J.U.L.I.E. 800-892-0123) before digging.

| <u>Name &amp; Address of Utility</u>                                                                                                        | <u>Type</u>         | <u>Location</u>             |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|
| Mr. Larry Minch<br>City, Water, Light & Power – Electric<br>1008 E. Miller St.<br>Springfield, Illinois 62702<br>Phone : 757-8520 Ext. 2159 | Electric            | See Plans<br>Sheets 312-318 |
| Ms. Lori Cox<br>City, Water, Light & Power – Water<br>401 North 11th Street<br>Springfield, IL 62702<br>Phone: 789-2323                     | Water               | See Plans Sheets<br>312-318 |
| Ms. Sherrie Gary<br>Ameren CILCO - Electric<br>825 N MacArthur<br>Springfield, Illinois 62702<br>Phone : 753-5182                           | Electric            | See Plans<br>Sheets 312-318 |
| Mr. Rick Combs<br>Ameren CILCO -Gas<br>825 North MacArthur<br>Springfield, IL 62702<br>Phone :1-217-753-5187                                | Gas                 | See Plans Sheets<br>312-318 |
| Mr. Dave Bly<br>Comcast Communications<br>711 South Dirksen Parkway Springfield Illinois 62703<br>Phone – 217-527-2967                      | Cable / Fiber Optic | See Plans<br>Sheets 312-318 |

VARIOUS ROUTES  
PROJECT NHPP-S5PT(458)  
SECTION (110X-5)WRS,N,SW  
SANGAMON COUNTY  
CONTRACT NO. 72D17

|                                                                                                                                                                         |                           |                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------|
| Mr. Jeff Goad<br>AT & T<br>1640 E. Hazel Dell Road<br>Springfield, Illinois 62703<br>Phone : 789-5543                                                                   | Telephone/ Fiber<br>Optic | See Plans Sheets<br>312-318 |
| Mr. Greg Humphrey<br>Sangamon County Water Reclamation District<br>3017 N. 8th St.<br>Springfield, Illinois 62707<br>Phone : 528-0491                                   | Sanitary Sewer            | See Plans Sheets<br>312-318 |
| Mr. John Higginbotham, PE, PLS<br>Office of Public Works – Sewer<br>Room 201 Municipal Center West<br>300 South 7th, Street<br>Springfield, IL 62701 Phone:217-789-2255 | Sanitary Sewer            | See Plans Sheets<br>312-318 |

Toll Free J.U.L.I.E. Telephone Number (800) 892-0123 = J.U.L.I.E. Member

Utility schedules have been developed and included in the construction plans on Sheets 301-306 to help identify the potential conflicts that were identified during design. These schedules along with the above represents the best information available and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the Standard Specifications shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

### **STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 58 FT. (SPECIAL)**

Description. This work shall consist of furnishing and installing a steel combination mast arm assembly and pole with dual mast arms as shown in the plans and according to Section 877 of the Standard Specifications and the Combination Mast Arm Assembly And Pole special provision.

Construction Requirements. The combination mast arm assembly is located at the BL 55/6<sup>th</sup> Street and Stevenson Drive intersection and shall consist of one 54 foot mast arm and one 58 foot mast arm as shown in the plans. The concrete foundation shall be type E and consist of a 42" diameter, 21' depth, 36" spiral diameter and 16 rebars of size #8.

Basis of Payment. This work will be measured and paid for at the contract unit price per EACH STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 58 FT. (SPECIAL).

**STORM SEWERS PROTECTED, CLASS A, 6" AND 8"**

Revised: April 14, 2020

Description. This work shall be performed according to Section 611 at locations directed by the Engineer. The locations are limited to where the cover thickness is inadequate to accommodate the class A pipe material described in Article 550.03, and the pipe cannot be tied in with other field tile within a reasonable distance as determined by the Engineer.

Materials. Plastic pipe shall meet water main requirements. Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; schedule number, DR or SDR number; and cell class. The pipe and fittings shall also meet NSF Standard 14 and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

1. Polyvinyl Chloride (PVC) conforming to ASTM D 1785. schedule 80 is the minimum required for all pipe sizes, except when the pipe is to be threaded, and then it shall be schedule 120. It shall be made from PVC compound meeting ASTM D 1784, class 12454.
2. Polyvinyl Chloride (PVC) conforming to ASTM D 2241. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, class 12454.
3. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 441. A minimum of Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CPVC compound meeting ASTM D 1784, class 23447.
4. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 442. A minimum wall thickness of SDR 26 is required for all pipe sizes. It shall be made from CPVC compound meeting ASTM D 1784, class 23447.
5. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. A minimum of wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, class 12454.
6. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C905. A minimum of wall thickness of DR 26 is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, class 12454.

Joining of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged, or threaded joint in accordance with the pipe manufacturer's instructions and industry standards. Special precautions shall be taken to ensure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength. Elastomeric seals (gaskets) used for push-on joints on plastic pipe shall comply with ASTM F477. Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) or ASTM F 493 (CPVC) and be approved by NSF.

Construction Requirements. Construction shall be performed according to Article 611.04 and the detail shown in the plans with the following exceptions:

1. The minimum trench width shall be 30 inches.
2. Bedding and backfill shall be coarse aggregate.

3. Deflection testing is not required.

Method of Measurement. This work will be measured for payment according to Article 611.06.

Basis of Payment. This work will be paid for according to Article 611.07.

## **STORM SEWER REMOVAL**

Description. This work shall consist of removal of existing storm sewer at the locations shown on the plans or as directed by the Engineer. All material included with this removal shall be disposed of off-site by the Contractor. All work shall be completed according to Section 551 of the Standard Specifications.

Construction Requirements. The sizes of the existing storm sewer, if known, are shown on the plans. The work associated with this pay item, however, includes all sizes of storm sewer and existing storm sewer sizes determined in the field will not be cause for additional compensation.

The cost of additional labor and materials not accounted for in the plans, which might be involved in connecting existing drain tile or storm sewers to proposed drainage structures, shall be included with the cost of the proposed drainage structures.

The ends of existing drainage lines which are not to be incorporated into the proposed improvement are to be sealed (plugged) to the satisfaction of the Engineer. The cost of such work shall be included with the cost of the proposed storm sewer.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for STORM SEWER REMOVAL.

## **STORM SEWER - WATER MAIN REQUIREMENTS**

Revised: April 14, 2020

Description. This work shall consist of constructing a storm sewer to meet water main standards as required by the IEPA or when otherwise specified.

Construction Requirements. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications; applicable sections of the current edition of the IEPA Regulations (Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Section 653.119); the applicable sections of the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois; and as herein specified.

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

1. Water mains and water service lines shall be located at least 10 feet horizontally from any existing or proposed drain, storm sewer, or sewer service connection.

2. Water mains and water service lines may be located closer than 10 feet to a sewer line when:
  - a) local conditions prevent a lateral separation of 10 feet, and
  - b) the water main or water service invert is 18 inches above the crown of the sewer, and
  - c) the water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
3. A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers, or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located 10 feet horizontally of any sewer or drain crossed.

When it is impossible to meet 1, 2, and 3 above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joint ductile iron pipe, or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of a crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 feet. Storm sewer meeting water main requirements shall be constructed of the following pipe materials:

Concrete Pressure Pipe: Concrete pressure pipe shall conform to the latest ANSI/AWWA C300, C301, C302, or C303.

Joints shall conform to Article 41-2.07B of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Ductile Iron Pipe: Ductile-iron pipe shall have a mechanical or rubber ring (slip seal or push on) joints and shall conform to ANSI A 21.51 (AWWA C151), class or thickness designed per ANSI A 21.50 (AWWA C150), tar (seal) coated and/or cement lined per ANSI A 21.4 (AWWA C104)

Joints for ductile iron pipe shall be in accordance with the following applicable specifications.

1. Mechanical Joints - AWWA C111 and C600
2. Push-On Joints - AWWA C111 and C600

Plastic Pipe: Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; schedule number, dimension ratio (DR) number or standard dimension ratio (SDR) number; and cell class. The pipe and fittings shall also meet NSF Standard 14 and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

7. PVC conforming to ASTM D 1785. Schedule 80 is the minimum required for all pipe sizes; except when the pipe is to be threaded, then it shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
8. PVC conforming to ASTM D 2241. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

9. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 441. A minimum of Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
10. CPVC conforming to ASTM F 442. A minimum wall thickness of SDR 26 is required for all pipe sizes It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
11. PVC conforming to ANSI/AWWA C900. A minimum of wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
12. PVC conforming to ANSI/AWWA C905. A minimum of wall thickness of DR 26 is required for all pipe sizes It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

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

Elastomeric seals (gaskets) used for push-on joints on plastic pipe shall comply with ASTM F477.

Solvent cement shall be specific for the plastic pipe material, shall comply with ASTM D 2564 (PVC) or ASTM F 493 (CPVC), and be approved by NSF.

For water-sewer line crossings only, storm sewer meeting water main requirements may also be constructed of reinforced concrete sewer pipe. The pipe shall conform to ASTM C 76 with a joint and rubber gasket meeting ASTM C 443. The joint shall meet the leakage performance test in ASTM C 443. The pipe manufacturer must demonstrate to IDOT personnel that the joints pass the leakage performance test prior to installation of the pipe. The pipe class shall meet the requirements of Section 550 of the Standard Specifications for Road and Bridge Construction.

Method of Measurement. This work will be measured for payment in feet in place.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for STORM SEWER (WATER MAIN REQUIREMENTS) of the diameter specified.

## **TEMPORARY DRAINAGE**

During construction staging, there may be a need for temporary work items not shown in the plans to maintain positive drainage flow. Examples of temporary items include, but are not limited to, plugging storm sewer and/or capping drainage structures with steel plates for partial construction of storm sewer crossings and drainage structures, temporary grading to maintain positive drainage, temporary storm sewer connections, temporary shoring/sheet piling to allow for construction in close proximity to existing pavement and drainage items, and removal of any temporary items listed above.

Temporary drainage items will be installed according to the staging plans and as directed by the Engineer. It is the responsibility of the Contractor to maintain positive drainage throughout the

duration of construction and all labor, equipment, and materials required for temporary drainage not explicitly paid for via the pay items shown in the plans shall be included in the cost of the permanent drainage items being installed, and no additional compensation will be allowed.

## **TEMPORARY LIGHTING SYSTEM**

Description. This work shall consist of furnishing and installing a temporary lighting system at the following intersections: BL 55/6th Street and Hazel Dell Road, BL 55/6th Street and Lincolnshire Boulevard, BL 55/6th Street and St. Joseph Street, BL 55/6th Street and Stevenson Drive.

Materials. The lights shall be 400-watt, 240-volt, turnpike multi-mount luminaires.

Construction Requirements. The Contractor may select between two placement options:

- Option 1: Place one light on top of each temporary signal pole at the four corners of the intersection.
- Option 2: Place two lights at each of two opposite corners, with each pair of lights mounted on twin bullhorn brackets, so that the lights can be pointed as needed to best light the intersection.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for TEMPORARY LIGHTING SYSTEM, which price shall include all wiring, controllers, and any additional labor or material required for the lights to operate for the duration of the project.

## **TEMPORARY PAVEMENT**

Description. This work shall consist of constructing HMA pavement on a prepared subgrade for use during construction staging to carry temporary traffic according to applicable portions of Sections 355 and 407 of the Standard Specifications, the plans, the special provisions, or as otherwise directed by the Engineer. The HMA material and overall thickness to be used for temporary pavement is shown in the mixture requirements table in the plans.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT.

## **TEMPORARY PAVEMENT (VARIABLE DEPTH)**

Description. This work shall consist of constructing variable depth HMA pavement on existing pavement or on a prepared subgrade for use during construction staging to carry temporary traffic according to applicable portions of Sections 355 and 407 of the Standard Specifications, the plans, the special provisions, or as otherwise directed by the Engineer.

Construction Requirements. Temporary pavement (variable depth) is intended for use to bridge elevation differences between existing pavement and proposed pavement to provide access for temporary traffic at roadway intersections. The HMA material to be used for temporary pavement is shown in the mixture requirements table in the plans. However, if the required minimum lift thickness is below that required by the mixture requirements shown in the table for temporary pavement, HMA material used for the top binder course lift on side roads shall be substituted as directed by the Engineer. The Engineer may also allow milling of existing pavement to allow construction of minimum HMA pavement lifts for the mixture requirements used. The substitution of material and/or milling required to construct the variable depth temporary pavement shall be considered included and shall not be cause for additional compensation.

Basis of Payment. This work will be paid for at the contract unit price per TON for TEMPORARY PAVEMENT (VARIABLE DEPTH).

## **TEMPORARY SIGNING**

Description. This work shall consist of furnishing, installing, maintaining, relocating, and removing temporary sign panels and their supports in accordance with Sections 701 and 720 of the Standard Specifications.

Construction Requirements. Temporary signs shall be installed at locations as shown on the Staging Plans in accordance with the applicable highway standards or as otherwise directed by the Engineer. All temporary sign panels shall be of the size depicted in the plans and the dimensions, colors, and fonts outlined in the current edition of the MUTCD. All non-standard temporary signs shall be of the size, color, fonts, and dimensions depicted in the plans or as approved by the Engineer. Both standard and non-standard temporary signs shall be mounted on supports in accordance with Section 701 of the Standard Specifications. The Contractor shall plan and construct adequate temporary sign supports for all the signs shown on the various stages of construction regardless of the size of the sign and obtain approval from the Engineer prior to erecting any of the temporary sign supports.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TEMPORARY SIGNING. The relocation of any temporary signs required for the purpose of construction staging will not be paid for separately but shall be included in the cost for Temporary Signing.

## **TREE REMOVAL**

Description. This work shall consist of tree removal operations within the proposed right-of-way or easement limits as shown on the tree removal schedule and removal plans included in the plans in accordance with Section 201 of the Standard Specifications, except as herein specified.

Construction Requirements. The Contractor shall take whatever precautions necessary during all operations to protect public and private property from any harm or damage that might otherwise result from the removal operations. The Contractor shall take further precautions to assure that no debris from the removal operations fall into the roads or streets that are open to traffic or adjacent yards of properties along the corridor.

The Contractor is advised that all trees to be removed for the construction of this project shall be physically marked for that purpose by the Engineer prior to any tree removal operations. The Contractor shall then take whatever precautions necessary to remove only those trees marked.

Tree removal will be measured for payment as specified in Article 201.10 of the Standard Specifications for all areas within the proposed right-of-way and easements as shown in the plans.

Basis of Payment. This work will be paid for at the contract unit price per UNIT for TREE REMOVAL (6 TO 15 UNITS DIAMETER), per UNIT for TREE REMOVAL (OVER 15 UNITS DIAMETER) and per ACRE for TREE REMOVAL, ACRES.

## **TREES**

Description. This work shall be completed according to applicable portions of Section 253 and 1081 of the Standard Specifications, the plans, the special provisions, and as directed by the Engineer.

Construction Requirements. Prior to ordering and delivery of any trees, the Contractor shall notify the Engineer and District 6 Operations for verification of tree species and inspection of the trees selected for planting.

The tree shall be planted to allow 4" between the top of the tree ball and the finished grade. Mulch (shredded tree bark or wood chips) shall be applied in a layer 4" deep on top of the root ball and backfill. Mulch will not be measured separately for payment but shall be included in the cost of the trees.

The first branching of limbs shall be no less than 6 feet above ground level. All trees shall be planted within the limits of the proposed roadway improvements. The Contractor shall coordinate with the Engineer and District 6 Operations on exact planting locations. In general, trees should be placed in groups of five, spaced 30'-60' apart and at least 40' off the edge of pavement. Southern View tree plantings shall be coordinated with the Village.

The Contractor shall verify existing underground utilities prior to planting the trees and adjust the tree locations as needed to avoid utility conflicts. Adjustment of tree locations as directed by the

Engineer or due to utility conflicts shall be considered included in the cost of the trees of the species, root type, and plant size specified, and no additional compensation will be allowed.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TREES, of the species, root type, and plant size specified.

## **UNDERGROUND FACILITIES – DEPARTMENT OWNED**

Effective: February 1, 1996

Reviewed: September 20, 2024

The Contractor's attention is directed to the presence of state-owned underground utilities within the limits of the proposed improvement. The Contractor shall notify the Illinois Department of Transportation, Bureau of Traffic Operations, a minimum of 72 hours in advance of work being done in the area at (217) 622-0608 to locate department owned underground facilities. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) system.

Any damage to the underground facilities, caused by the Contractor resulting from their failure to contact the Department as specified above or from negligent operation, shall be repaired to the satisfaction of the Department at the Contractor's expense, including temporary repairs which may be required to keep the facility operational while material is being obtained to make permanent repairs. Splicing of electric and fiber optic cables will not be allowed. Electric cables shall be replaced from pole to pole or controller.

## **VALVE BOXES TO BE ADJUSTED**

Description. This work shall include adjusting utility valve boxes according to Section 602 of the Standard Specifications, the plans, and as specified herein. Utility valve boxes shall include, but are not limited to, gas valves, gas valve vaults, water valves, water valve vaults, and water meters.

Construction Requirements. The Contractor shall establish the valve box grade to the satisfaction of the Engineer. Any damage caused to the valve box by the Contractor shall be repaired or replaced at his or her own expense.

The Contractor shall be required to coordinate utility main adjustments and relocations with the utility companies prior to commencing work. At the direction of the Engineer, the Contractor shall make the necessary utility valve box adjustments. Adjustments are not limited in height, and any labor, equipment and materials required to reconstruct the valve boxes in coordination with the utility companies shall be considered included in the unit price.

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

## **VIDEO VEHICLE DETECTION SYSTEM, 3 CAMERA**

January 29, 2026

Description. This work shall consist of furnishing, installing, and placing into operation a video detection system that detects vehicles, bicycles, and motorcycles on a roadway by processing video images and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems.

The following detection systems are approved for use within District 6:

1. Iteris VantageNext (3 Camera System)
2. Econolite Autoscope Vision (3 camera system)
3. NoTraffic fused video/radar (3 camera system)

All equipment and materials shall be new. Sensor units and control units shall have permanent labels indicating the name of the manufacturer, description, part number, date of manufacture, and serial number.

The video detection system shall include all hardware and software capable of detecting vehicles, bicycles, and pedestrians from at least three different approaches. The video cameras shall include all mounting hardware and cables for a standard intersection. The detection sensors shall be installed on the mast arms, unless otherwise approved by District 6.

Each sensor shall provide an individual view. A combined view should be available combining each of the sensor views.

All video detection systems shall be equipped with the latest software or firmware revisions.

The system shall include video processing and communications modules capable of communicating with four cameras, the traffic signal controller, and a central server. The video control unit shall be a self-contained shelf mounted unit or wall mounted in a traffic signal cabinet.

There shall be a method of software and hardware for the video to be viewed and modified from a central server either through specialized software or browser style onboard software

Fail Safe Operation. The video detection system shall provide a failsafe during contrast loss and shall place a constant call on the controller. For setup, there should be an available Wi-Fi and an ethernet port connection for a field laptop to assist with installation and remote monitoring on site.

Video Streaming. The detection system shall provide a high-resolution color image. An in-cabinet color LCD video monitor or tablet will be provided for onsite video monitoring. The system shall be capable of detecting approaching or receding vehicles in multiple traffic lanes. The user shall be able to delete or modify defined detection zones.

Advance Detection. Each sensor shall be capable of programming advance detection zones at a distance to be determined by the District to activate vehicle extension times in the signal controller.

Cable. The Contractor shall install the required cable in compliance and per the direction of the manufacturer of the video detection components. The required cable shall be considered as included in the pay item for Video Vehicle Detection System, 3 Camera and no additional compensation will be allowed.

Installation Support. The manufacturer/vendor shall provide onsite installation as well as onsite or remote turn-on assistance during normal hours Monday – Friday, given appropriate notice.

Technical Support. The manufacturer/vendor shall provide technical support via email or telephone during normal business hours.

Training. The manufacturer/vendor shall provide remote or in person training for district employees and designated representatives. This training shall include installation, configuration, operation, troubleshooting, and maintenance topics.

Warranty. The manufacturer warranty of the video detection system shall be at least five years for all detection system components. Software upgrades shall be free of charge. During the warranty period, the manufacturer/vendor shall ship, at no cost to the District, replacements for defective equipment and material to the district's primary shipping location. All defective parts regardless of warranty status shall have RMA handled by the vendor at the request of the District.

Basis of Payment. This work will be paid for at the contract unit price per EACH for VIDEO VEHICLE DETECTION SYSTEM, 3 CAMERA which shall include all labor, equipment, cable, brackets and any other material required to complete the work to the intended function.

## **VIDEO VEHICLE DETECTION SYSTEM, 4 CAMERA**

Revised: March 12, 2025

Description. This work shall consist of furnishing, installing, and placing into operation a video detection system that detects vehicles, bicycles, and motorcycles on a roadway by processing video images and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems.

The following detection systems are approved for use within District 6:

1. Iteris VantageNext (4 Camera System)
2. Econolite Autoscope Vision (4 camera system)
3. NoTraffic fused video/radar (4 camera system)

All equipment and materials shall be new. Sensor units and control units shall have permanent labels indicating the name of the manufacturer, description, part number, date of manufacture, and serial number.

The video detection system shall include all hardware and software capable of detecting vehicles, bicycles, and pedestrians from at least four different directions. The video cameras shall include all mounting hardware and cables for a standard intersection. The detection sensors shall be installed on the mast arms. Each sensor shall provide an individual view. A quad view should be available combining each of the sensor views.

All video detection systems shall be equipped with the latest software or firmware revisions.

The system shall include video processing and communications modules capable of communicating with four cameras, the traffic signal controller, and a central server. The video control unit shall be a self-contained shelf mounted unit or wall mounted in a traffic signal cabinet.

There shall be a method of software and hardware for the video to be viewed and modified from a central server either thru specialized software or browser style onboard software.

Fail Safe Operation. The video detection system shall provide a failsafe during contrast loss and shall place a constant call on the controller.

For setup, there should be an available Wi-Fi and an ethernet port connection for a field laptop to assist with installation and remote monitoring on site.

Video Streaming. The detection system shall provide a high-resolution color image. An in-cabinet color LCD video monitor or tablet will be provided for on-site video monitoring. The system shall be capable of detecting approaching or receding vehicles in multiple traffic lanes. The user shall be able to delete or modify defined detection zones.

Advance Detection. Each sensor shall be capable of programming advance detection zones at a distance to be determined by the District to activate vehicle extension times in the signal controller.

Cable. The Contractor shall install the required cable in compliance and per the direction of the manufacturer of the video detection components. The required cable shall be considered as included in this work, and no additional compensation will be allowed.

Installation Support. The manufacturer/vendor shall provide onsite installation as well as onsite or remote turn-on assistance during normal hours Monday – Friday, given appropriate notice.

Technical Support. The manufacturer/vendor shall provide technical support via email or telephone during normal business hours.

Training. The manufacturer/vendor shall provide remote or in person training for district employees and designated representatives. This training shall include installation, configuration, operation, troubleshooting, and maintenance topics.

Warranty. The manufacturer warranty of the video detection system shall be at least five years for all detection system components. Software upgrades shall be free of charge. During the warranty period, the manufacturer/vendor shall ship, at no cost to the District, replacements for defective equipment and material to the District's primary shipping location. All defective parts regardless of warranty status shall have RMA handled by the vendor at the request of the District.

Basis of Payment. This work will be paid for at the contract unit price per EACH for VIDEO VEHICLE DETECTION SYSTEM, 4 CAMERA which shall include all labor, equipment, cable, brackets and any other material required to complete the work to the intended function.

## **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.

## **BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)**

Effective: November 2, 2006

Revised: August 1, 2017

**Description.** Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

**Method of Adjustment.** Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards:  $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$ . For HMA mixtures measured in square meters:  $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$ . When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and % AC<sub>v</sub>.

For bituminous materials measured in gallons:  $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$   
For bituminous materials measured in liters:  $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).  
D = Depth of the HMA mixture, in. (mm).  
 $G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.  
V = Volume of the bituminous material, gal (L).  
SG = Specific Gravity of bituminous material as shown on the bill of lading.

**Basis of Payment.** Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

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

Effective: January 1, 2025

Revised: January 1, 2026

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

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

Revise Article 302.02 of the Standard Specifications to read:

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

| Item                                | Article/Section |
|-------------------------------------|-----------------|
| (a) Cement .....                    | 1001            |
| (b) Water .....                     | 1002            |
| (c) Hydrated Lime .....             | 1012.01         |
| (d) By-Product, Hydrated Lime ..... | 1012.02         |

|                                               |         |
|-----------------------------------------------|---------|
| (e) By-Product, Non-Hydrated Lime .....       | 1012.03 |
| (f) Lime Slurry .....                         | 1012.04 |
| (g) Fly Ash .....                             | 1010    |
| (h) Soil for Soil Modification (Note 1) ..... | 1009.01 |
| (i) Bituminous Materials (Note 2) .....       | 1032    |

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

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

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

"(c) Cement .....1001"

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

"(i) Ground Granulated Blast Furnace (GGBF) Slag .....1010"

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

**"312.09 Proportioning and Mix Design.** At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing. The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

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

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

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

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

Revise Article 404.02 of the Standard Specifications to read:

**“404.02 Materials.** Materials shall be according to the following.

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

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

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

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

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

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

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

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

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

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

Revise Article 583.01 of the Standard Specifications to read:

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

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

“(a) Cement .....1001”

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

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

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

“(h) Fibers (Note 1) .....1014”

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

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

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

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

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

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

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

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

results of tests which shows the cement meets the requirements Type MRH or GRH. Test data shall be less than 1 year old from the date of submittal.”

Revise Article 1002.02 of the Standard Specifications to read:

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

OPTION 1.

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

- (1) Acidity -- 0.1 Normal NaOH ..... 2 ml max.\*
- (2) Alkalinity -- 0.1 Normal HCl..... 10 ml max.\*

\*To neutralize 200 ml sample.

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

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

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

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

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

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

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

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

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

“The test will be performed with Type I, IL, or II portland cement having a total

equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) 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.”

Add the following Section to the Standard Specifications.

#### **“SECTION 1014. FIBERS FOR CONCRETE**

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

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

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

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

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

**1014.05 Bridge Deck Latex Concrete Overlay.** Fibers shall be Type II or III. Fibers shall have a minimum length of 0.75 in. (19 mm), a maximum length of 1.75 in. (45 mm), and an aspect

ratio (length divided by the equivalent diameter of the fiber) of between 70 and 100. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb/cu yd (1.2 kg/cu m)."

Add the following Section to the Standard Specifications:

**"SECTION 1015. HIGH PERFORMANCE SHOTCRETE**

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

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

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

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

Revise Section 1017 of the Standard Specifications to read:

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

**1017.01 Mortar.** The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested according to AASHTO T 161. For prestressed concrete applications, the mortar shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM C 387, AASHTO T 161, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing

of the high-strength mortar shall be according to the manufacturer's specifications.

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

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

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

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

Revise Article 1018.01 of the Standard Specifications to read:

**"1018.01 Requirements.** The rapid hardening mortar or concrete shall be according to ASTM C 928 and shall have successfully completed and remain current with the AASHTO Product Eval and Audit Rapid Hardening Concrete Patching Materials (RHCP) testing program. R1, R2, or R3 concrete shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). For prestressed concrete applications, the mortar or concrete shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The Department will maintain a qualified product list. Mixing of the mortar or concrete shall be according to the manufacturer's specifications.."

Revise Article 1019.02 of the Standard Specifications to read:

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

| Item                                                                 | Article/Section |
|----------------------------------------------------------------------|-----------------|
| (a) Cement .....                                                     | 1001            |
| (b) Water .....                                                      | 1002            |
| (c) Fine Aggregate for Controlled Low-Strength Material (CLSM) ..... | 1003.06         |
| (d) Fly Ash .....                                                    | 1010            |
| (e) Ground Granulated Blast Furnace (GGBF) Slag.....                 | 1010            |
| (f) Admixtures (Note 1)                                              |                 |

Note 1. The air-entraining admixture may be in powder or liquid form. The air content produced by the admixture shall be 15-25 percent when incorporated into Mix 2 or an equivalent mixture as determined by the Department and tested according to AASHTO T 121 or AASHTO T 152. The testing according to AASHTO T 121 or AASHTO T 152 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list.”

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

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

Revise Article 1019.05 of the Standard Specifications to read:

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

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

  

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

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

Concrete admixtures shall be on one of the Department’s qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture

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

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

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

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

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

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

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

Revise Article 1021.03 of the Standard Specifications to read:

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

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).

(b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.

(c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding)."

Revise Article 1021.05 of the Standard Specifications to read:

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

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

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

Revise Article 1021.06 of the Standard Specifications to read:

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

Revise Article 1021.07 of the Standard Specifications to read:

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

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

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

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

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

Add Article 1021.08 of the Standard Specifications as follows:

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

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

Add Article 1021.09 of the Standard Specifications as follows:

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

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

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

Revise Article 1024.01 of the Standard Specifications to read:

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

Materials for the grout shall be according to the following.

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

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

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

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

Revise Article 1029.02 of the Standard Specifications to read:

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

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

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

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

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

Revise Article 1103.04 of the Standard Specifications to read:

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

Revise the first two sections of Check Sheet #11 “Subsealing of Concrete Pavements” of the Recurring Special Provisions to read:

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

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

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

Revise the Materials section of Check Sheet #28 "Portland Cement Concrete Inlay or Overlay" of the Recurring Special Provisions to read:

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

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

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

## 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,<br>One Project Superintendent or<br>Engineer, and<br>One Clerk    |
| Over \$25,000,000 - up to \$50,000,000 | One Project Manager,<br>One Project Superintendent,<br>One Engineer, and<br>One Clerk  |
| Over \$50,000,000                      | One Project Manager,<br>Two Project Superintendents,<br>One Engineer, and<br>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."

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: July 2, 2026

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 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 IL UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.

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

PLEASE BE ADVISED THAT A FIRM THAT IS INDICATED AS INELIGIBLE CANNOT BE

USED FOR GOAL CREDIT. IT IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR TO VERIFY THAT ANY FIRM RELIED UPON FOR DBE GOAL CREDIT IN A UTILIZATION PLAN IS CURRENTLY CERTIFIED AND CAN BE COUNTED FOR GOAL CREDIT AT THE TIME OF BID.

5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
  - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.
  - (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

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

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

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

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

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

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising

the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.

8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.
  - (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
  - (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
  - (c) PAYMENT TO DBE FIRMS. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
  - (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
  - (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation

demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

## **EROSION CONTROL BLANKET (BDE)**

Effective: August 1, 2025

Revise Article 251.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

Revise Article 251.07 of the Standard Specifications to read:

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

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

“This system consists of temporarily installing erosion control blanket or wildlife friendly

erosion control blanket over areas that are to be reworked during a later construction phase.”

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

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

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

Revise Article 1081.10 of the Standard Specifications to read:

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

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

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

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

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

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

(e) Turf Reinforcement Mat (TRM). The TRM shall be comprised of non-degradable, ultraviolet stabilized synthetic fibers, filaments, netting, and/or wire mesh processed into a three-dimensional reinforced mat. The mats may include degradable material to assist with vegetation establishment. Soil filled mats will not be allowed.

The TRM shall meet the following physical and performance properties:

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

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

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

## FUEL COST ADJUSTMENT (BDE)

Effective: April 1, 2009

Revised: August 1, 2017

**Description.** Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate “Yes” for any category of work will make that category of work exempt from fuel cost adjustment.

**General.** The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked “Yes”, and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

### (a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard

items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

| English Units                          |        |              |
|----------------------------------------|--------|--------------|
| Category                               | Factor | Units        |
| A - Earthwork                          | 0.34   | gal / cu yd  |
| B – Subbase and Aggregate Base courses | 0.62   | gal / ton    |
| C – HMA Bases, Pavements and Shoulders | 1.05   | gal / ton    |
| D – PCC Bases, Pavements and Shoulders | 2.53   | gal / cu yd  |
| E – Structures                         | 8.00   | gal / \$1000 |

| Metric Units                           |        |                     |
|----------------------------------------|--------|---------------------|
| Category                               | Factor | Units               |
| A - Earthwork                          | 1.68   | liters / cu m       |
| B – Subbase and Aggregate Base courses | 2.58   | liters / metric ton |
| C – HMA Bases, Pavements and Shoulders | 4.37   | liters / metric ton |
| D – PCC Bases, Pavements and Shoulders | 12.52  | liters / cu m       |
| E – Structures                         | 30.28  | liters / \$1000     |

(c) Quantity Conversion Factors.

| Category | Conversion         | Factor                               |
|----------|--------------------|--------------------------------------|
| B        | sq yd to ton       | 0.057 ton / sq yd / in depth         |
|          | sq m to metric ton | 0.00243 metric ton / sq m / mm depth |

|   |                    |                                 |
|---|--------------------|---------------------------------|
| C | sq yd to ton       | 0.056 ton / sq yd / in depth    |
|   | sq m to metric ton | 0.00239 m ton / sq m / mm depth |
| D | sq yd to cu yd     | 0.028 cu yd / sq yd / in depth  |
|   | sq m to cu m       | 0.001 cu m / sq m / mm depth    |

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_P - FPI_L) \times FUF \times Q$$

Where: CA = Cost Adjustment, \$  
FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)  
FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)  
FUF = Fuel Usage Factor in the pay item(s) being adjusted  
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI<sub>L</sub> and FPI<sub>P</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

## **GUARDRAIL (BDE)**

Effective: November 1, 2025

Revise Article 701.17(f) of the Standard Specifications to read:

“(f) Guardrail. Where guardrail is temporarily removed or where the guardrail installation is incomplete, Type II barricades or drums shall be placed at 50 ft (15 m) centers during completion of the work.

Guardrail installation shall be completed within three calendar days of removal or shielded with a temporary longitudinal traffic barrier approved by the Engineer.

On staged construction projects all guardrail and end terminal installations shall be complete prior to switching traffic.”

## **HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024

Revised: April 1, 2026

Add the following to the end of Article 406.06(c) of the Standard Specifications:

“The amount of HMA binder course placed shall be limited to that which can be surfaced during the same construction season.”

Revise the fifteenth through eighteenth paragraphs of Article 406.14 of the Standard Specifications to read:

“The mixture used in constructing acceptable HMA test strips will be paid for at the contract unit price. Unacceptable HMA test strips shall be removed and replaced at no additional cost to the Department.”

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.”

Add Article 1030.06(d)(3) to the Standard Specifications as follows:

“(3) The Contractor shall take possession of any Department HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer and may add these materials to RAP stockpiles according to Section 1031.”

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 the Quality Control Limits table in Article 1030.09(c) to read:

| “CONTROL LIMITS                     |                                                    |                     |                      |                     |                    |                     |
|-------------------------------------|----------------------------------------------------|---------------------|----------------------|---------------------|--------------------|---------------------|
| Parameter                           | IL-19.0, IL-9.5,<br>IL-9.5FG,<br>IL-19.0L, IL-9.5L |                     | SMA-12.5,<br>SMA-9.5 |                     | IL-4.75            |                     |
|                                     | Individual<br>Test                                 | Moving<br>Avg. of 4 | Individual<br>Test   | Moving<br>Avg. of 4 | Individual<br>Test | Moving<br>Avg. of 4 |
| % Passing: <sup>1/</sup>            |                                                    |                     |                      |                     |                    |                     |
| 1/2 in. (12.5 mm)                   | ± 6 %                                              | ± 4 %               | ± 6 %                | ± 4 %               |                    |                     |
| 3/8 in. (9.5mm)                     |                                                    |                     | ± 4 %                | ± 3 %               |                    |                     |
| # 4 (4.75 mm)                       | ± 5 %                                              | ± 4 %               | ± 5 %                | ± 4 %               |                    |                     |
| # 8 (2.36 mm)                       | ± 5 %                                              | ± 3 %               | ± 4 %                | ± 2 %               |                    |                     |
| # 16 (1.18 mm)                      |                                                    |                     | ± 4 %                | ± 2 %               | ± 4 %              | ± 3 %               |
| # 30 (600 µm)                       | ± 4 %                                              | ± 2.5 %             | ± 4 %                | ± 2.5 %             |                    |                     |
| Total Dust Content<br># 200 (75 µm) | ± 1.5 %                                            | ± 1.0 %             |                      |                     | ± 1.5 %            | ± 1.0 %             |
| Asphalt Binder<br>Content           | ± 0.3 %                                            | ± 0.2 %             | ± 0.2 %              | ± 0.1 %             | ± 0.3 %            | ± 0.2 %             |
| Air Voids <sup>2/</sup>             | ± 1.2 %                                            | ± 1.0 %             | ± 1.2 %              | ± 1.0 %             | ± 1.2 %            | ± 1.0 %             |
| Field VMA <sup>3/</sup>             | -0.7 %                                             | -0.5 %              | -0.7 %               | -0.5 %              | -0.7 %             | -0.5 %              |

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target value shall be 3.2 to 4.8 percent.

3/ Allowable limit below minimum design VMA requirement.”

Revise Article 1030.09(g)(1) of the Supplemental Specifications with the following:

“(1) The Contractor shall sample approximately 200 lb (91 kg) of mix as required for the Department’s random mixture verification tests according to Article 1030.09(h)(1).”

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).”

Revise the second sentence of Article 1030.09(h)(1) of the Supplemental Specifications with the following:

“The random verification mixture sampling interval will be a maximum of 3,000 tons (2,720 metric tons). The Engineer will randomly identify one sample per interval, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous interval in the Engineer’s random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification sampling and testing.”

Revise the third paragraph of Article 1030.09(h)(1) of the Standard Specifications to read:

“If comparisons of the mixture verification test results are outside the above limits of precision, the Department will verify the results by testing the retained split sample. The retest results will replace all the original results.”

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.”

Replace the last sentence of the fourth paragraph of Article 1030.10 of the Standard Specifications with the following:

“The mixture test results shall meet the requirements of Article 1030.05(d), except tensile strength and TSR testing will only be conducted on the first use of a mix design for the year and Hamburg wheel tests will only be conducted on High ESAL mixtures. To be considered acceptable to remain in place, the Department’s mixture test results shall meet the acceptable limits stated in Article 1030.09(i)(1). In addition, no visible pavement distress such as, but not limited to, segregation, excessive coarse aggregate fracturing outside of growth curves, excessive dust balls, or flushing shall be present as determined by the Engineer.”

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.”

Replace the eleventh paragraph of Article 1030.10 of the Standard Specifications with the following:

“If an initial Hamburg wheel or I-FIT test fails to meet the requirements of Article 1030.05(d), the Department will verify the results by testing the retained gyratory cylinders. Upon notification by the Engineer of a Hamburg wheel or I-FIT test failure on the retained gyratory cylinders, the Contractor shall substitute an approved mix design, submit a new mix design for mix verification testing according to Article 1030.05(d), or pave 250 tons with or without an adjustment and resample for Department Hamburg wheel and I-FIT testing as directed by the Engineer. Paving may continue as long as all other mixture criteria is being met. If Hamburg wheel or I-FIT tests on the resampled HMA fail, production of the affected mixture shall cease and the Contractor shall substitute an approved mix design or submit a new mix design for mix verification testing according to Article 1030.05(d).”

## 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  $1.5 \pm 0.5$  lb/sq yd ( $0.75 \pm 0.25$  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  $9 \pm 1$  in. ( $225 \pm 25$  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) <sup>1/</sup> |                                                                           |                                      |                                       |
|--------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------|---------------------------------------|
| Lift Thickness,<br>in. (mm)                                  | Coarse Graded Mixture<br>(IL-19.0, IL-19.0L, IL-9.5,<br>IL-9.5L, IL-4.75) | Fine Graded<br>Mixture<br>(IL-9.5FG) | SMA Mixture<br>(SMA-9.5,<br>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.”

## INLET FILTERS

Effective: April 1, 2026

Revise the first paragraph of Article 1081.15(h) of the Standard Specifications to read:

“(h) Inlet Filters. An inlet filter shall consist of a steel frame with a two piece geotextile fabric bag or a single reinforced geotextile fabric bag attached with a stainless steel band and locking cap that is suspended from the frame. A clean, used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the inlet filter assembly shall be according to the following.”

Revise Article 1081.15(h)(3) of the Standard Specifications to read:

“(3) Geotextile Fabric Bag. The sediment bag shall have a minimum silt and debris capacity of 2.0 cu ft (0.06 cu m). The sediment bag shall also meet one of the following options.

(1) OPTION 1. Two piece geotextile fabric bag.

The inner filter bag shall be constructed of a polypropylene geotextile fabric according to the following.

| Inner Filter Bag        |                             |                               |
|-------------------------|-----------------------------|-------------------------------|
| Material Property       | Test Method                 | Minimum Average Roll Value    |
| Grab Tensile Strength   | ASTM D 4632                 | 100 lb (45 kg)                |
| Grab Tensile Elongation | ASTM D 4632                 | 50%                           |
| Puncture Strength       | ASTM D 4833/<br>ASTM D 6241 | 65 lb (29 kg)                 |
| Trapezoidal Tear        | ASTM D 4533                 | 45 lb (20 kg)                 |
| UV Resistance           | ASTM D 4355                 | 70% at 500 hours              |
| Apparent Opening Size   | ASTM D 4751                 | No. 70 (212 µm) sieve         |
| Permittivity            | ASTM D 4491                 | 2.0/sec                       |
| Water Flow Rate         | ASTM D 4491                 | 145 gpm/sq ft (5900 Lpm/sq m) |

The outer reinforcement bag shall be constructed of a polyester mesh material according to the following.

| Outer Reinforcement Bag |                             |                                           |
|-------------------------|-----------------------------|-------------------------------------------|
| Material Property       | Test Method                 | Value                                     |
| Content                 | ASTM D 629                  | Polyester                                 |
| Weight                  | ASTM D 3776                 | 4.55 oz/sq yd (155 g/sq m) $\pm$ 15%      |
| Apparent Opening Size   | ASTM D 4751                 | No. 30 (600 $\mu$ m) sieve                |
| Water Flow Rate         | ASTM D 4491                 | 225 gpm/sq ft (9150 Lpm/sq m)             |
| Burst                   | ASTM D 3786/<br>ASTM D 3787 | 120 psi (830 kPa) min.                    |
| Thickness               | ASTM D 1777                 | 0.040 $\pm$ 0.0050 in. (1.0 $\pm$ 0.1 mm) |

b. OPTION 2. Reinforced geotextile fabric bag.

The filter bag shall be constructed of a polypropylene geotextile fabric reinforced with continuous filament fiberglass according to the following.

| Reinforced Filter Bag   |                             |                                      |
|-------------------------|-----------------------------|--------------------------------------|
| Material Property       | Test Method                 | Value or Minimum Average Roll Value  |
| Weight                  | ASTM D 3776                 | 5.00 oz/sq yd (170 g/sq m) $\pm$ 15% |
| Grab Tensile Strength   | ASTM D 4632                 | 200 lb (90 kg)                       |
| Grab Tensile Elongation | ASTM D 4632                 | 50%                                  |
| Puncture Strength       | ASTM D 4833/<br>ASTM D 6241 | 95 lb (42 kg)                        |
| Trapezoidal Tear        | ASTM D 4533                 | 70 lb (31 kg)                        |
| Burst Strength          | ASTM D 3786/<br>ASTM D 3787 | 325 psi (2240 kPa)                   |
| UV Resistance           | ASTM D 4355                 | 70% at 500 hours                     |
| Apparent Opening Size   | ASTM D 4751                 | No. 70 (212 $\mu$ m) sieve           |
| Permittivity            | ASTM D 4491                 | 2.0/sec                              |
| Water Flow Rate         | ASTM D 4491                 | 145 gpm/sq ft (5900 Lpm/sq m)        |

- (4) Certification. The manufacturer shall furnish a certification with each shipment of inlet filters, stating the amount of product furnished and that the material complies with these requirements.”

## **PAVEMENT MARKING (BDE)**

Effective: April 1, 2025

Revised: November 1, 2025

Revise the fourth sentence of the fourth paragraph of Article 780.05 of the Standard Specifications to read:

“Grooves for letters and symbols shall be cut in a rectangular shape or in the shape of the proposed marking so the entire marking will fit within the limits of the grooved area.”

Revise the last sentence of the third paragraph of Article 780.08 of the Standard Specifications to read:

“The Contractor shall install the preformed plastic pavement markings according to the manufacturer’s recommendations.”

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.”

## **PAVEMENT PATCHING (BDE)**

Effective: August 1, 2025

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

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

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

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

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

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

“Pavement tie bars for patches will be paid for at the contract unit price per each for TIE BARS,

of the diameter specified.”

## PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revised: April 1, 2026

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, $\Delta T_c$ ,<br>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 (SBS). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be a styrene-butadiene-styrene without oil extension. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the following requirements for the grade shown on the plans.

| Requirements for Styrene-Butadiene Copolymer (SBS) Modified Asphalt Binders                                                                                  |                  |                                      |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------|------------------------------------|
| Separation of Polymer<br>ITP, "Separation of Polymer from Asphalt Binder"<br>Difference in °F (°C) of the softening point between<br>top and bottom portions |                  | 4 (2) max.                           |                                    |
| Tests on Residue from Rolling Thin Film Oven Test (RTFO), AASHTO T 240                                                                                       |                  |                                      |                                    |
| Multiple Stress Creep Recovery (MSCR), AASHTO T 350                                                                                                          |                  |                                      |                                    |
| Asphalt Grade                                                                                                                                                | Test Temperature | Maximum J <sub>hr</sub><br>(3.2 kPa) | Minimum<br>% Recovery<br>(3.2 kPa) |
| SBS 76-22                                                                                                                                                    | 64 °C            | ≤ 0.5                                | ≥ 75 %                             |
| SBS 70-22                                                                                                                                                    |                  | ≤ 2                                  | ≥ 30 %                             |
| SBS 76-28                                                                                                                                                    | 58 °C            | ≤ 0.5                                | ≥ 80 %                             |
| SBS 70-28                                                                                                                                                    |                  | ≤ 1                                  | ≥ 60 %                             |
| SBS 64-28                                                                                                                                                    |                  | ≤ 2                                  | ≥ 30 %                             |

- (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 µm)  | 95 ± 5          |
| No. 50 (300 µm)  | > 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.

| Requirements for Ground Tire Rubber (GTR)<br>Modified Asphalt Binders                |         |         |
|--------------------------------------------------------------------------------------|---------|---------|
| TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)                     |         |         |
| Elastic Recovery<br>ASTM D 6084, Procedure A,<br>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, 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 Article 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.

| Requirements for Softener Modified (SM) 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)<br>BBR, ΔT <sub>c</sub> , 40 hrs PAV (40 hrs continuous<br>or 2 PAV at 20 hrs)                                                 | -5 °C min.    |             |
| Large Strain Parameter (Illinois Modified<br>AASHTO T 391) DSR/LAS Fatigue<br>Property, Δ G*  <sub>peak</sub> τ, 40 hrs PAV (40 hrs<br>continuous or 2 PAV at 20 hrs) | ≥ 54 %        |             |

- (4) Polymer/Softener Modification (SBS/SM). Polymer/Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, amines, and fatty acid derivatives, used in combination with SBS modified PG asphalt binder as modified in accordance with Article 1032.05(b)(1) to achieve the specified performance grade. Polymer/Softeners shall be compatible with each other and dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation.

Polymer/Softeners shall not be added to modified PG asphalt binder as defined in Article 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the polymer and the softening compound as well as the polymer/softener modified asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged polymer/softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged polymer/softener modified binder, and 40-hour PAV aged polymer/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.

| Requirements for Polymer/Softener Modified (SBS-SM) Asphalt Binders                                                                                                |                  |                                      |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------|------------------------------------|
| Separation of Polymer<br>ITP, "Separation of Polymer from Asphalt Binder"<br>Difference in °F (°C) of the softening point between<br>top and bottom portions       |                  |                                      | 4 (2) max.                         |
| Tests on Residue from Rolling Thin Film Oven Test (RTFO), AASHTO T 240                                                                                             |                  |                                      |                                    |
| Multiple Stress Creep Recovery (MSCR), AASHTO T 350                                                                                                                |                  |                                      |                                    |
| Asphalt Grade                                                                                                                                                      | Test Temperature | Maximum J <sub>nr</sub><br>(3.2 kPa) | Minimum<br>% Recovery<br>(3.2 kPa) |
| SBS-SM 76-22                                                                                                                                                       | 64 °C            | ≤ 0.5                                | ≥ 75 %                             |
| SBS-SM 70-22                                                                                                                                                       |                  | ≤ 2                                  | ≥ 30 %                             |
| SBS-SM 76-28                                                                                                                                                       | 58 °C            | ≤ 0.5                                | ≥ 80 %                             |
| SBS-SM 70-28                                                                                                                                                       |                  | ≤ 1                                  | ≥ 60 %                             |
| SBS-SM 64-28                                                                                                                                                       |                  | ≤ 2                                  | ≥ 30 %                             |
|                                                                                                                                                                    |                  |                                      |                                    |
| Small Strain Parameter (AASHTO PP 113) BBR, ΔT <sub>c</sub> ,<br>40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)                                                 |                  |                                      | -5 °C min.                         |
| Large Strain Parameter (Illinois Modified AASHTO T 391)<br>DSR/LAS Fatigue Property, Δ G*  <sub>peak</sub> τ,<br>40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs) |                  |                                      | ≥ 60 %                             |

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 % <sup>1/ 2/</sup> |        |         |                                                  |
|-------------------------------------------------------|--------|---------|--------------------------------------------------|
| Ndesign                                               | Binder | Surface | Polymer Modified Binder or Surface <sup>3/</sup> |
| 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 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 % <sup>1/ 2/</sup> |        |         |                                                  |
|--------------------------------------------------------|--------|---------|--------------------------------------------------|
| Ndesign                                                | Binder | Surface | Polymer Modified Binder or Surface <sup>3/</sup> |
| 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 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  $\pm 0.40$  percent.”

#### **RAISED REFLECTIVE PAVEMENT MARKERS (BDE)**

Effective: November 1, 2025

Revise the eighth sentence of the second paragraph of Article 781.03(a) of the Standard Specifications to read:

“A rapid setting epoxy selected from the Department’s qualified product list for raised reflective pavement markers shall be poured into the cut to within 3/8 in. (9 mm) of the pavement surface.”

Revise the first sentence of Article 1096.01 of the Standard Specifications to read:

**“1096.01 Raised Reflective Pavement Markers.** Raised reflective pavement markers shall meet the following requirements and be on the Department’s qualified product list.”

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

Effective: January 1, 2024

Revised: April 1, 2026

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

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

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (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 fourth paragraph of Article 669.10 of the Standard Specifications.

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

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

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

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

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

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

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3),

(a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04.”

## **SEEDING (BDE)**

Effective: November 1, 2022

Revised: July 1, 2026

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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| 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<br>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<br>Sedge Mixture 2/ 6/ | (Prairie Dropseed) 5/                                    |                      |
|                                             | Annual Ryegrass                                          | 25 (25)              |
|                                             | Oats, Spring                                             | 25 (25)              |
|                                             | Perennial Ryegrass                                       | 15 (15)              |
|                                             | 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                    |

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| Class – Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Seeds                                                                                         | lb/acre (kg/hectare)        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------|
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Forb with Annuals Mixture (Below)</p> <p>Annuals Mixture 2/ 5/ 6/ Forb Mixture (Below)</p> | <p>1 (1)</p> <p>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)</p> <p><i>Leucanthemum maximum</i> (Shasta Daisy)</p> <p><i>Gaillardia pulchella</i> (Blanket Flower)</p> <p><i>Ratibida columnifera</i> (Prairie Coneflower)</p> <p><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/</p> <p><i>Anemone cylindrica</i> (Thimble Weed)</p> <p><i>Asclepias tuberosa</i> (Butterfly Weed)</p> <p><i>Aster azureus</i> (Sky Blue Aster)</p> <p><i>Symphyotrichum leave</i> (Smooth Aster)</p> <p><i>Aster novae-angliae</i> (New England Aster)</p> <p><i>Baptisia leucantha</i> (White Wild Indigo) 4/</p> <p><i>Coreopsis palmata</i> (Prairie Coreopsis)</p> <p><i>Echinacea pallida</i> (Pale Purple Coneflower)</p> <p><i>Eryngium yuccifolium</i> (Rattlesnake Master)</p> <p><i>Helianthus mollis</i> (Downy Sunflower)</p> <p><i>Heliopsis helianthoides</i> (Ox-Eye)</p> <p><i>Liatris aspera</i> (Rough Blazing Star)</p> <p><i>Liatris pycnostachya</i> (Prairie Blazing Star)</p> <p><i>Monarda fistulosa</i> (Prairie Bergamot)</p> <p><i>Parthenium integrifolium</i> (Wild Quinine)</p> <p><i>Dalea candida</i> (White Prairie Clover) 4/</p> <p><i>Dalea purpurea</i> (Purple Prairie Clover) 4/</p> <p><i>Physostegia virginiana</i> (False Dragonhead)</p> <p><i>Potentilla arguta</i> (Prairie Cinquefoil)</p> <p><i>Ratibida pinnata</i> (Yellow Coneflower)</p> <p><i>Rudbeckia subtomentosa</i> (Fragrant Coneflower)</p> <p><i>Silphium laciniatum</i> (Compass Plant)</p> <p><i>Silphium terebinthinaceum</i> (Prairie Dock)</p> <p><i>Oligoneuron rigidum</i> (Rigid Goldenrod)</p> <p><i>Tradescantia ohimensis</i> (Spiderwort)</p> <p><i>Veronicastrum virginicum</i> (Culver's Root)</p> |                                                                                               |                             |

VARIOUS ROUTES  
PROJECT NHPP-S5PT(458)  
SECTION (110X-5)WRS,N,SW  
SANGAMON COUNTY  
CONTRACT NO. 72D17

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

Notes:

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

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

Effective: April 1, 2024

Revised: April 2, 2024

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

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

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

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

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

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

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

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

Revise Article 1095.06 of the Standard Specifications to read:

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

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

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

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

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

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

|   |       |       |       |       |
|---|-------|-------|-------|-------|
| x | 0.490 | 0.475 | 0.485 | 0.530 |
| y | 0.470 | 0.438 | 0.425 | 0.456 |

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

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

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

| Wet Retroreflectance, Initial $R_L$ |                  |
|-------------------------------------|------------------|
| Color                               | $R_L$ 1.05/88.76 |
| White                               | 300              |
| Yellow                              | 200              |

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

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

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

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

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

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

- (f) Sampling and Inspection.

- (1) Sample. Prior to approval and use of Type IV pavement marking tape, the

manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

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

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

## **SIGN PANELS AND APPURTENANCES (BDE)**

Effective: January 1, 2025

Revised: January 1, 2026

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

"(c) Aluminum Epoxy Mastic .....1008.03"

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

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

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

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

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

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

"The backs of all sign panels shall be marked in a manner designed to last as long as the sign face material, in letters and numerals at least 3/8 in. (9.5 mm) but no more than 3/4 in. (19 mm) in height with the month and year of manufacture, the name of the sign manufacturer, the name

of the sign sheeting manufacturer, the method of manufacture (“screened”, “EC film”, “direct applied”, or “digital print”), and the initials IDOT.”

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

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

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

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

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

“Digitally printed signs may omit protective overlay film.”

## **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)**

Effective: January 2, 2023

Revised: January 1, 2026

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

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

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

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

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

work shall have the final assembly for the manufacturing process occur domestically.

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

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

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

- (1) Non-ferrous metals;
- (2) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (3) Glass (including optic glass);
- (4) Fiber optic cable (including drop cable);
- (5) Optical fiber;
- (6) Lumber;
- (7) Drywall;
- (8) Engineered wood.

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

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

## STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: November 1, 2025

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)  
Structural Steel  
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, welded reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. The following documentation shall be furnished to the Engineer.

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where:  $MPI_M$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

$MPI_L$  = The Materials Cost Index for steel as published by the Engineering News-

Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items will be derived from submitted documentation.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the  $MPI_M$  will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $MPI_L$  and  $MPI_M$  in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

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

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

### **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

### **SUBMISSION OF BIDDERS LIST INFORMATION (BDE)**

Effective: January 2, 2025

Revised: March 2, 2025

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

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

## **SUBMISSION OF PAYROLL RECORDS – FEDERAL AID CONTRACT (BDE)**

Effective: April 1, 2026

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

DAVIS-BACON ACT. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### **"STATEMENTS AND PAYROLLS**

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

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

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

### **"STATEMENTS AND PAYROLLS**

- (1) Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- (2) Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone

number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, and the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employer and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

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

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

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

## **SURFACE TESTING OF PAVEMENTS – IRI (BDE)**

Effective: January 1, 2021

Revised: January 1, 2023

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

### **Hot-Mix Asphalt (HMA) Overlays**

Add the following to Article 406.03 of the Standard Specifications:

“(n) Pavement Surface Grinding Equipment.....1101.04”

Revise Article 406.11 of the Standard Specifications to read:

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

(a) Test Sections.

- (1) High-Speed Mainline Pavement. High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement. Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement. Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.
  - a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
  - b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
  - c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
  - d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
  - e. Variable width pavements;
  - f. Side street returns, to the end of radius return;

- g. Crossovers;
- h. Pavement connector for bridge approach slab;
- i. Bridge approach slab;
- j. Pavement that must be constructed in segments of 600 ft (180 m) or less;
- k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
- l. Turn lanes; and
- m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

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

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
  - (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
    - a.  $MRI_O$ . The MRI of the existing pavement prior to construction.
    - b.  $MRI_I$ . The MRI value that warrants an incentive payment.
    - c.  $MRI_F$ . The MRI value that warrants full payment.
    - d.  $MRI_D$ . The MRI value that warrants a financial disincentive.
  - (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
  - (7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial subplot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole subplot. Partial sublots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.
- (b) Corrective Work. Corrective work shall be completed according to the following.
- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than  $MRI_D$ , including ALR, shall be corrected to reduce the MRI to the  $MRI_F$ , or replaced at the Contractor's option.

- (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.
- (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"407.03 Equipment.** Equipment shall be according to Article 406.03."

Revise Article 407.09 of the Standard Specifications to read:

**"407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

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

| SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA) |                                             |
|-------------------------------------------------------------|---------------------------------------------|
| Mainline Pavement MRI, in./mile (mm/km)                     | Assessment Per Sublot <sup>1/</sup>         |
| $\leq 45.0$ (710)                                           | $+ (45 - MRI) \times \$45.00$ <sup>2/</sup> |
| $> 45.0$ (710) to $75.0$ (1,190)                            | $+ \$0.00$                                  |
| $> 75.0$ (1,190) to $100.0$ (1,580)                         | $- (MRI - 75) \times \$20.00$               |
| $> 100.0$ (1,580)                                           | $- \$500.00$                                |

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

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

### **Portland Cement Concrete Pavement**

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

### **Removal of Existing Pavement and Appurtenances**

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

**“440.04 HMA Surface Removal for Subsequent Resurfacing.** The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the

satisfaction of the Engineer. When tested with a 16 ft (5 m) straightedge, the milled surface shall have no surface variations in excess of 3/16 in. (5 mm)."

### **General Equipment**

Revise Article 1101.04 of the Standard Specifications to read:

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

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

### **SURVEYING SERVICES (BDE)**

Effective: April 1, 2025

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

Delete Section 668 of the Standard Specifications.

### **TEMPORARY CONCRETE BARRIER (BDE)**

Effective: January 1, 2026

Add the following to Article 704.02 of the Standard Specifications:

"(f) Type C Reflector .....1097.02(c)"

### **TRAFFIC SIGNAL BACKPLATE (BDE)**

Effective: August 1, 2025

Revise the second sentence of the third paragraph of Article 1078.03 of the Standard Specifications to read:

"Retroreflective sheeting shall be Type AZ or Type ZZ according to Article 1091.03 and applied in the preferred orientation for the maximum angularity according to the manufacturer's recommendations."

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

Revised: September 2, 2021

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 20. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of

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

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

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

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

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

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

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

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

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

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

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

Effective: August 1, 2012

Revised: February 2, 2017

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

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

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source

does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

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

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

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

**Basis of Payment:** This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 20.

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

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance

of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

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

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

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

Effective: November 1, 2021

Revised: November 1, 2022

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

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

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

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

Effective: March 2, 2020

Revised: January 1, 2026

Add the following to Article 701.03 of the Standard Specifications:

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

Revise Article 701.03(p) of the Standard Specifications to read:

"(p) Detectable Pedestrian Channelizing Barricades ..... 1106.02(m)"

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 the first paragraph of Section 1106.02(a) of the Standard Specifications to read:

“(a) Lights. Lights shall meet the requirements of Chapter 13 of the “Equipment and Materials Standards of the Institute of Transportation Engineers,” 1998, Institute of Transportation Engineers, and shall be visible on a clear night from a distance of 3000 ft (900 m). Lights are classified as follows.”

Revise Articles 1106.02(g), 1106.02(k), 1106.02(l), and 1106.02(m) of the Standard Specifications 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.

- (m) Detectable Pedestrian Channelizing Barricades. The top panel or handrail shall be continuous and there should be at least a 2 in. (50 mm) gap between the hand trailing edge and its support. When visible to vehicular traffic, the top rail shall have alternating white and orange retroreflective stripes sloping at 45 degrees. The bottom panel shall be continuous and have alternating white and orange retroreflective stripes sloping at 45 degrees. Barricade stripes shall be 6 in. (150 mm) in width. The predominant color for other barricade components shall be white, orange, or silver."

#### **WORK ZONE WIDTH RESTRICTION (BDE)**

Effective: July 1, 2026

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

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

#### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 285 working days.

## PROJECT LABOR AGREEMENT

Effective: May 18, 2007

Revised: April 1, 2025

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

The Department reserves the right to rescind the PLA requirement from this project in the event FHWA disapproves of the inclusion of the PLA terms for this project. The contractor, by bidding, agrees that any rescission of the PLA requirement shall not constitute grounds for the withdrawal of its bid and further agrees to remove the PLA requirement from this contract upon notice from the Department should such be necessary at a later date.

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

**Quarterly Reporting.** Section 37 of the Illinois Project Labor Agreements Act requires the Department to submit quarterly reports regarding the number of minorities and females employed under PLAs. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the PLA of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department's website <https://idot.illinois.gov/content/dam/soi/en/web/idot/documents/idot-forms/bc/bc-820.pdf>.

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

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

Illinois Department of Transportation  
**PROJECT LABOR AGREEMENT**

This Project Labor Agreement ("PLA" or "Agreement") is entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 2024, by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the "Unions"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Contract No. (hereinafter, the "Project").

**ARTICLE 1 - INTENT AND PURPOSES**

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act ("Act", 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act's goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall execute a "Contractor Letter of Assent", in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Contractor shall submit a Subcontractor's Contractor Letter of Assent to the Department prior to the Subcontractor's performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.

- 1.3 Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.
- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, IDOT will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.
- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

**ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS**

- 2.1 The term Construction Work as used herein shall include all “construction, demolition, rehabilitation, renovation, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.

- 2.8 In accordance with the Act and to promote diversity in employment, IDOT will establish, in cooperation with the other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. IDOT shall consider the total hours to be performed by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project (together "Project Employment Objectives"). IDOT shall provide a quarterly report regarding the racial and gender composition of the workforce on the Project.

Persons currently lacking qualifications to enter apprenticeship programs will have the opportunity to obtain skills through basic training programs as have been established by the Department. The parties will endeavor to support such training programs to allow participants to obtain the requisite qualifications for the Project Employment Objectives.

The parties agree that all Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements to realize the Project Employment Objectives.

The Unions shall assist the Contractor and each Subcontractor in efforts to satisfy Project Employment Objectives. A Contractor or Subcontractor may request from a Union specific categories of workers necessary to satisfy Project Employment Objectives. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.
- 2.10 This Agreement shall not apply to IDOT employees or employees of any other governmental entity.

**ARTICLE III - ADMINISTRATION OF AGREEMENT**

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local union's International Representative.

**ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS**

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

**ARTICLE V – GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT**

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.

- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

#### **ARTICLE VI –DISPUTES: GENERAL PRINCIPLES**

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.
- 6.2 A panel of Permanent Arbitrators are attached as addendum (A) to this agreement. By mutual agreement between IDOT and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.

The arbitrator is not authorized to award back pay or any other damages for a miss assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.

- 6.3 The PLA Jurisdictional Dispute Resolution Process (“Process”) sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

#### **DISPUTE PROCESS**

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois Federation of Labor, AFL- CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.
- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor (“Federation”) from any liability arising from its action or inaction and covenant not to sue the Federation, nor its officers, employees, agents or attorneys.

- 6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
- (a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
  - (b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
  - (c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs “a” or “b” above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.
- 6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.

- 6.8 Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union’s General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

- 6.9 In rendering a decision, the Arbitrator shall determine:
- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
  - (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,

- (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
  - (d) The arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.
- 6.10 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the Project. Agreements of Record, for other PLA projects, are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.
- 6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Attorneys shall not be permitted to attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

- 6.12 The Order of Presentation in all Hearings before an Arbitrator shall be
- I. Identification and Stipulation of the Parties
  - II. Unions(s) claiming the disputed work presents its case
  - III. Union(s) assigned the disputed work presents its case
  - IV. Employer assigning the disputed work presents its case
  - V. Evidence from other interested parties (i.e., general contractor, project manager, owner)
  - VI. Rebuttal by union(s) claiming the disputed work
  - VII. Additional submissions permitted and requested by Arbitrator
  - VIII. Closing arguments by the parties

- 6.13 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and IDOT, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.
- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.
- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

#### **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.

7.2.A No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.

7.2.B Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.

7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.

- 7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- 7.5.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- 7.5.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
- 7.5.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
- 7.5.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.5.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### **ARTICLE VIII – TERMS OF AGREEMENT**

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 This Agreement shall be in full force as of and from the date of the Notice of Award until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

[The Balance of This Page Intentionally Left Blank]

Addendum A

IDOT Slate of Permanent Arbitrators

1. Bruce Feldacker
2. Thomas F. Gibbons
3. Edward J. Harrick
4. Brent L. Motchan
5. Robert Perkovich
6. Byron Yaffee
7. Glenn A. Zipp

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No. ], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

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

(Authorized Company Officer)

(Company)

## STORM WATER POLLUTION PREVENTION PLAN



### Storm Water Pollution Prevention Plan

| Route          | Marked Route                       | Section Number     |
|----------------|------------------------------------|--------------------|
| FAP 666        | Business Loop 55 / South Sixth St. | (110X-5)WRS, N, SW |
| Project Number | County                             | Contract Number    |
| NHPP-S5PT(458) | Sangamon                           | 72D17              |

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

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

Permittee Signature & Date

**Teresa C. Price** Digitally signed by Teresa C. Price  
Date: 2026.04.03 10:38:33 -05'00'

### SWPPP Notes

Preparing BDE 2342 (Storm Water Pollution Prevention Plan)

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

The Notice of Intent contains the following documents:

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

#### Non-applicable information

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

### National Pollutant Discharge Elimination System (NPDES) Compliance

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

**NPDES COMPLIANCE REQUIREMENTS**

**Part I: Site Description**

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

The project is located along Business Loop 55 / South Sixth Street at the southern end of the City of Springfield and the Village of Southern View in Sangamon County, Illinois and stretches from the Interstate 55/72 interchange to approximately 900' north of Stevenson Drive. The project is located in Sections 10 and 15 of Township 15 North, Range 5 West. Latitude 39°45'14"N, Longitude 89°38'42"W.

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

The proposed project includes reconstruction of Business Loop 55 (BL 55/6th Street) from a 4-lane rural expressway to a 6-lane urban expressway, including all side road intersections. Other roadways improved in this project include Hazel Dell Road, Lincolnshire Boulevard, St. Joseph Street, Stevenson Drive, 6th Street West, 6th Street East and portions of the existing BL 55/6th Street frontage roads. This project extends existing 6th Street West south to Hazel Dell Road and extends Lincolnshire Boulevard west of 6th Street to the 6th Street West extension. This project expands and modernizes the above-mentioned roadways and provides pedestrian and bicycle accommodations including a multi-use path along portions of BL 55/6th Street, 6th Street West and Lincolnshire Boulevard. Improvements include full-depth hot-mix asphalt pavement on granular sub-base, hot-mix asphalt base course widening, hot-mix asphalt binder and surface courses, concrete curb and gutter, concrete medians, sidewalk, entrances, traffic signals, inlets, manholes, storm sewer, concrete box culverts, erosion control, earthwork and grading, pavement marking, and landscaping.

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

The project has 5 construction stages. Prestage activities include the removal and replacement of BL 55 median/corner islands with temporary pavement and the construction of new roadways including Sixth Street West, Kerasotes Street and the west leg of Lincolnshire Boulevard. Stage 1 activities include the reconstruction of existing Sixth Street West, Sixth Street East, a portion of the east leg of St. Joseph Street and the Strip Mall Entrance. Stage 2 activities include the reconstruction of the west half of BL 55 as well as the south half of the west leg of St. Joseph Street. Stage 3 activities include the reconstruction of the east half of BL 55, a portion of the east leg of St. Joseph Street and the Hazel Dell Connector Road. Also included in this stage is the widening and overlay of the east leg of Lincolnshire Boulevard and Stevenson Drive. Post-Stage activities include the construction of the BL 55 medians and corner islands and the final grading and seeding for the entire project area. Soil disturbing activities for all stages include excavation and grading for removals, pavement, sidewalks, curb and gutter, entrances, storm sewer, culverts, and topsoil placement. The proposed typical turf area slopes are 1:3 or flatter.

4. The total area of the construction site is estimated to be 61 acres.

5. The total area of the site estimated to be disturbed by excavation, grading or other activities is 56 acres.

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

C=0.75

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

Potentially erosive areas include drainage ditches, swales and detention areas outside sidewalk and curb. These areas are to be covered in seed and mulch and the erosion control plan provides Best Management Practices (BMPs) to minimize erosion from occurring during construction.

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

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

Ipava Silt Loam, 0 to 2 percent slopes, K Factor - 0.32  
Sable Silty Clay, 0 to 2 percent slopes, K Factor - 0.24

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

Illinois Department of Transportation, City of Springfield, Village of Southern View

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

**Part II: Waters of the US**

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

Runoff will drain into Illinois Department of Transportation open ditches/storm sewer and the City of Springfield storm sewer system. The ultimate receiving water is Lake Springfield.

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

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

3. Natural buffers:

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

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

☒ Yes ☐ No; and/or

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

☐ Yes ☒ No; and Describe: Storm water discharges outlet into existing closed storm sewer systems with buffers.

**Part III. Water Quality**

**1. Water Quality Standards**

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

☒ Fertilizer (check as appropriate)

☒ Nitrogen

☒ Phosphorus, and/or

☒ Potassium

☒ Herbicide

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

☒ Waste water for concrete washout station

☒ Coal tar Pitch Emulsion

☒ Other (Specify) Portable restrooms

☐ Other (Specify) \_\_\_\_\_

Table 1: Common chemicals/potential pollutants used during construction

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

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

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

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

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

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Pollution Prevention:

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

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

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

**2. 303(d) Impaired Waterways**

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

- suspended solids
- turbidity, and or
- siltation

☐ Yes ☒ No

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

| 303(d) waterbody | Impairments(s) |
|------------------|----------------|
|                  |                |
|                  |                |
|                  |                |

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

N/A

**3. Total Maximum Daily Load (TMDL)**

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

If yes, List TMDL waterbodies below and describe associated TMDL

| TMDL waterbody | TMDL |
|----------------|------|
|----------------|------|

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| TMDL waterbody | TMDL |
|----------------|------|
|                |      |
|                |      |
|                |      |

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

N/A

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

N/A

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

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

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

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

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

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

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

##### 1. Erosion Control:

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

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

##### 2. Sediment Control:

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

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

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

- ☐ Urethane foam/geotextiles  
☐ Other (Specify) \_\_\_\_\_  
☐ Other (Specify) \_\_\_\_\_  
☐ Other (Specify) \_\_\_\_\_

**3. Structural Practices:**

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

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

**4. Polymer Flocculants**

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

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

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

Polymer flocculants will not be utilized for this contract.

**Part V. Other Conditions**

**1. Dewatering**

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

If yes, the following applies:

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

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

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

Practices may include but are not limited to the following:

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

Describe these practices below

The storm water management controls for the project are primarily planned to be open vegetated swales and detention areas that will control runoff pollutants into the storm sewer system.

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

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

All storm water conveyances are designed to be in compliance with all federal, state, and local laws, ordinances, and procedures.

**Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures**

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

**Part IX. Contractor Required Submittals**

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

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

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances and exits to be used and how they will be maintained)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project

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

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use- Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project. Specifically, any chemical stored in a 55 gallon drum provided by the contractor.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill.
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure

containment and spill prevention.

- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.

Additional measures indicated in the plan

N/A

#### **Part X. Maintenance**

It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications. However, when requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Any damage or undermining shall be repaired immediately.

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

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

The Contractor will be responsible for installing, making inspections, completing relevant compliance forms and maintaining erosion control systems as directed by the Engineer.

Corrective actions shall be completed as soon as possible and documented within 7 days on IDOT's inspection report or report of noncompliance. If it is infeasible to complete the installation or repair within seven (7) calendar days, this will be documented in the SWPPP as to why it is infeasible to complete the installation or repair within the 7-day timeframe and document the schedule for installing the stormwater control(s) and making it operational as soon as feasible after the 7-day timeframe.

In the event that maintenance is required for the same stormwater control at the same location three or more times, the control shall be repaired in a manner that prevents continued failure to the extent feasible, and IDOT will document the condition and how it was repaired in our records. Alternative, IDOT will document in our records why the specific reoccurrence of this same issue should continue to be addressed as a routine maintenance fix.

During construction, areas outside the construction limits as outlined previously herein shall be protected. The Contractor shall not use this area for staging except as described on the plans and directed by the Engineer, parking of vehicles or construction equipment, storage of materials, or other construction related activities.

1. Within the construction limits, areas that may be susceptible to erosion as determined by the Engineer shall remain undisturbed until full-scale construction is underway to prevent unnecessary soil erosion.
2. Earth stockpiles shall be temporarily seeded if they are to remain unused for more than fourteen days.
3. As construction proceeds, the Contractor shall institute the following as directed by the Engineer:  
Place temporary erosion control facilities at locations shown on the plans. Construct swales or ditches and provide temporary erosion control systems.
4. Excavated areas and embankment shall be permanently seeded/sodded immediately after final grading. If not, they shall be temporarily seeded if no construction activity in the area is planned for 7 days.
5. Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA water quality regulations. Leaking equipment or supplies shall be immediately repaired or removed from site.

6. The Contractor shall inspect the project daily during construction activities. Inspection shall also be done weekly after rains of 1/2" or greater or equivalent snowfall and during the winter shutdown period. Additionally, the project shall be inspected by the Contractor on a bi-weekly basis to determine that erosion control efforts are in place and effective and if other erosion control is necessary.

7. Sediment collected during construction in the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance shall be included in the unit bid price for various temporary erosion control pay items.

8. The temporary erosion control systems shall be removed as directed by the Engineer after use is no longer needed or no longer functioning. The cost of this removal shall be included in the unit bid price for various temporary erosion control pay items.

#### **Part XI. Inspections**

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

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

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

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

#### **Dewatering**

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

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

#### **Frozen Conditions**

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

#### **Flooding or unsafe conditions**

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

#### **Part XII. Incidence of Noncompliance (ION)**

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

conducted, or for violations of any condition of this permit.

The Department shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any Inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the IEPA and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).

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

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

### **Part XIII. Corrective Actions**

Corrective actions must be taken when:

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

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

### **Part XIV. Retention of Records**

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

### **Part XV. Failure to Comply**

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the contractor (See Article 105.03 Conformity with Contract)

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

IDOT shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the United States and which has not otherwise been addressed in the plan or if the plan proves to be ineffective in eliminating or significantly minimizing sediment and/or pollutants identified under paragraph Part II. Water Quality or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity.

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

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

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

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

#### **Part XVII: Notifications**

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

#### **Part XVIII. Notice of Termination**

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

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

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

**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](mailto: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](mailto: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 journeyworkers 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 journeyworkers 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 procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and  
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY  
SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.