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Check Sheet for Recurring Special Provisions

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Local Public A	gency		County	Section Number
Village of R	iverwoo	ds	Lake	21-00020-00-RS
Check this	s box for	lettings prior to 01/01/2024.		
		g Special Provisions Indicated By An "X" Are Applicable 1	To This Contract And Are	Included By Reference:
		Recurring Special Provision		
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Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching

Longitudinal Joint and Crack Patching

Concrete Mix Design - Department Provided

Station Numbers in Pavements or Overlays

 Local Public Agency
 County
 Section Number

 Village of Riverwoods
 Lake
 21-00020-00-RS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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BDE SPECIAL PROVISIONS For the November 8, 2024 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

Fil	e Name	#		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192		\Box	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	П	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	П	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*		6	П	Bridge Demolition Debris	July 1, 2009	, -
*		7	П	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*		8	П	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449		П	Cement, Type IL	Aug. 1, 2023	. . ,
		10	П	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	П	Completion Date (via calendar days)	April 1, 2008	, ,
*	80199	12	П	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13	П	Concrete Sealer	Nov. 1, 2023	
	80261	14	П	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	П	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	•
*	80029	16		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18		Full Lane Sealant Waterproofing System	Nov. 1, 2023	G .
		19		Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	21		High Tension Cable Median Barrier Removal	April 1, 2022	•
	80456			Hot-Mix Asphalt	Jan. 1, 2024	
	80446	23		Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24		Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80045	25		Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26		Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27		Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28		Portland Cement Concrete	Aug. 1, 2023	
	80459	29		Preformed Plastic Pavement Marking	June 2, 2024	
*	3426I	30		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	31		Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	32		Seeding	Nov. 1, 2022	
	80457	33		Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80448	34		Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340		Ш	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127		Ш	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397		Ш	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391		Ш	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437		Ш	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435		Ш	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	41	Ц	Traffic Spotters	Jan. 1, 2019	
*			Ш	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	43	Ш	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439		\sqcup	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458		닏	Waterproofing Membrane System	Aug. 1, 2024	
	80302		닏	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454		닏	Wood Sign Support	Nov. 1, 2023	
	80427		닏	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	49	Ш	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	<u>Effective</u>	Revised
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

Contract: X

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," 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 Contract X, Project JFPC(674), Section 21-00020-00-RS, FAU 2415, Lake County and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAU 2415 Saunders Road Section 21-00020-00-RS Project JFPC(674) Job: C-91-241-24 Lake County Contract X

LOCATION OF PROJECT

The project begins at Station 1+00.00, a point on the centerline of Saunders Road and extending to the north approximately 7,612.92 feet to Station 77+12.92. The project is located in the Village of Riverwoods, Lake County. Total Gross/Net length of the project is 7,612.92 feet (1.251 miles).

DESCRIPTION OF PROJECT

This project includes shoulder widening and resurfacing of Saunders Road. The improvements include earth excavation, HMA pavement, aggregate base course, HMA surface removal, storm sewer, pavement markings, and final restoration, as well as all incidental and collateral work necessary to complete the project, as shown on the plans or as described herein.

Contract: X

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985 Revised: November 1, 1996

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

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

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985 Revised: January 1, 2007

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

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

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

STANDARDS:

701001-02, 701006-05, 701011-04, 701301-04, 701311-03, 701501-06, 701901-09

DETAILS:

TC-10 Traffic Control and Protection for Side Roads, Intersections, and Driveways

TC-11 Raised Reflective Pavement Markers (Snow Plow Resistant)

TC-13 District One Typical Pavement Marking

TC-16 Short-Term Pavement Marking Letters & Symbols

TC-22 Arterial Road Information Sign

SPECIAL PROVISIONS:

Maintenance of Roadways (D1)
Temporary Information Signing
Public Convenience and Safety (D1)

Work Zone Traffic Control Devices (BDE)

Traffic Control and Protection (Arterials) (D1)

Vehicle and Equipment Warning Lights (BDE)

Pavement and Shoulder Resurfacing (Recurring CS #13)

Contract: X

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012 Revised: July 15, 2012

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

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

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

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

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

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

FAILURE TO COMPLETE THE WORK ON TIME (D1)

Effective: September 30, 1985 Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$10,000.00, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

Contract: X

STATUS OF UTILITIES (D1)

Effective: June 1, 2016 Revised: January 1, 2020

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

UTILITIES TO BE ADJUSTED

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

Stage 1

No conflicts to be resolved.

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T	Janet Ahern	630-573-6414	G05256@att.com
ComEd	Vincent Mazzaferro	630-437-4855	Vincent.MazzaferroPE@ComEd.com
Comcast	Martha Gieras	224-229-5862	martha.gieras@comcast.com
Lake County Public Works	Brittany Sloan	847-377-7133	pwengineeringgroup@lakecountyil.gov
North Shore Gas	Jay Hammer	847-263-4678	jay.hammer@northshoregasdelivery.com

Contract: X

UTILITIES TO BE WATCHED AND PROTECTED

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

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
West side of Saunders Road	Power poles/Electric	The contractor is alerted there are power poles and aerial lines within the project limits. There are no conflicts to report.	ComEd
West side of Saunders Road	Power poles /Telephone	The contractor is alerted there are power poles and aerial lines within the project limits. There are no conflicts to report.	Comcast
East and West side of Saunders Road	Gas	The contractor is alerted there are underground gas mains within the project limits. There are no conflicts to report.	North Shore Gas
East side of Saunders Road Sanitary		The contractor is alerted there are underground force mains within the project limits. There are no conflicts to report.	Lake County Public Works
East and West side of Saunders Road	Water	The contractor is alerted there are underground water mains within the project limits. There are no conflicts to report.	Lake County Public Works
East side of Saunders Road Cable		The contractor is alerted there are underground cable lines within the project limits. There are no conflicts to report.	AT&T

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T	Janet Ahern	630-573-6414	G05256@att.com
ComEd	Vincent Mazzaferro	630-437-4855	Vincent.MazzaferroPE@ComEd.com
Comcast	Martha Gieras	224-229-5862	martha.gieras@comcast.com
Lake County Public Works	Brittany Sloan	847-377-7133	pwengineeringgroup@lakecountyil.gov
North Shore Gas	Jay Hammer	847-263-4678	jay.hammer@northshoregasdelivery.com

Contract: X

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

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

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

ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011 Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

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

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

Contract: X

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

Revise the first sentence of Article 603.07 to read:

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

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as 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 (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

Contract: X

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) or TEMPORARY ACCESS (ROAD).

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

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"

Revise Article 603.07 of the Standard Specifications to read:

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

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

(a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.

Contract: X

(b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting \pm 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

FRICTION AGGREGATE (D1)

Effective: January 1, 2011 Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowe	ed	
НМА	Stabilized Subbase	Allowed Alone or i	n Combination ^{5/} :	
Low ESAL	or Shoulders	Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete		
HMA	Binder	Allowed Alone or i	n Combination ^{5/6/} :	
High ESAL Low ESAL	IL-19.0 or IL-19.0L SMA Binder Crushed Gravel Carbonate Crus Crystalline Crus Crushed Sandst Crushed Slag (A Crushed Concre		ed Stone ^{2/} ed Stone ne CBF)	
HMA	C Surface and Binder IL-9.5	Allowed Alone or in Combination 5/:		
High ESAL Low ESAL IL-9.5 IL-9.5FG or IL-9.5L		Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
HMA	D Surface and Binder	Allowed Alone or i	n Combination ^{5/} :	
High ESAL	IL-9.5 or IL-9.5FG	Crushed Gravel Carbonate Crushe Limestone) ^{2/} Crystalline Crushe Crushed Sandstor Crushed Slag (AC Crushed Steel Sla	ne BF)	
		Other Combination	ns Allowed:	
			With	
			Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone	

Contract: X

Use	Mixture	Aggregates Allowed			
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface Allowed Alone or in Combination Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.				
		Other Combination Up to	With		
		50% Dolomite ^{2/}	Any Mixture E aggregate		
			Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone		
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag		
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or Crystalline Crush Crushed Sandsto Crushed Slag (AC Crushed Steel Sla No Limestone.	ne CBF)		
		Other Combinations Allowed:			
		Up to	With		
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone		

- 1/ Crushed steel slag allowed in shoulder surface only.2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.4/ Crushed steel slag shall not be used as binder.

Contract: X

5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019 Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
LINAA LISSIA EQAL	SMA 12.5 ^{2/}	CA 13 ⁴ , CA 14, or CA 16
HMA High ESAL	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
HIVIA LOW ESAL	IL-9.5L	CA 16

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Contract: X

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6)

1032

(h) Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.."

Contract: X

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING) 1/												
Sieve	IL-19	.0 mm	SMA	12.5	SMA	9.5	IL-9.	5mm	IL-9.	5FG	IL-4.7	5 mm
Size	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 4/	16	324/	34 5/	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 3/	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 3/
#635 (20 μm)			≤	3.0	≤ 3	3.0						
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Contract: X

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign						
Mix Design	30	50	70	80	90		
IL-19.0		13.5	13.5		13.5		
IL-9.5		15.0	15.0				
IL-9.5FG		15.0	15.0				
IL-4.75 ^{1/}		18.5					
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}			
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}			
IL-19.0L	13.5						
IL-9.5L	15.0						

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760.
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

[&]quot;If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Contract: X

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V_D , P , T_B , $3W$, O_T , O_B	V_S , T_B , T_{F_i} O_T	As specified in Section 1030
IL-4.75 and SMA 3/4/	T _{B,} 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	Тв	T _F	As specified in Articles 582.05 and 582.06.

[&]quot;4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T _B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

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

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

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

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

Contract: X

HOT-MIX ASPHALT - MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019 Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

"During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing				
Mixture Hamburg Wheel and I-FIT Testing 1/2/				
Binder total of 3 - 160 mm tall bricks				
Surface total of 4 - 160 mm tall bricks				

Low ESAL – Required Samples for Verification Testing			
Mixture I-FIT Testing 1/2/			
Binder 1 - 160 mm tall brick			
Surface 2 - 160 mm tall bricks			

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

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

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above." Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

Contract: X

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003 Revised: August 10, 2017

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy–two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 6:00 AM to 8:30 AM and 4:30 PM to 6:00 PM.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$1,000.00

Two lanes blocked = \$2,500.00

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D1)

Effective: April 1, 2001 Revised: January 1, 2007

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Contract: X

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996 Revised: January 29, 2020

Description.

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

Materials.

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

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

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.
- Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

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

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

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

Contract: X

Method of Measurement.

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

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

Basis Of Payment.

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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

<u>Contract Specific Sites</u>. The excavated soil and groundwater within the areas listed below shall be managed as either "uncontaminated soil", hazardous waste, special waste or non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

Soil Disposal Analysis. When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill. The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

Saunders Road:

- All excavation, full width of construction corridor LT and RT of centerline of Saunders Road from Station 6+10 to Station 10+59. This material meets the criteria of Article 669.05(a)(1) and shall be managed in accordance to Article 669.05. Potential contaminants of concern sampling parameters: PNAs, Metals.
- All excavation, full width of construction corridor LT and RT of centerline of Saunders Road from Station 34+75 to Station 39+67. This material meets the criteria of Article 669.05(a)(1) and shall be managed in accordance to Article 669.05. Potential contaminants of concern sampling parameters: Mercury (CWCA).
- All excavation, full width of construction corridor LT and RT of centerline of Saunders Road from Station 60+38 to Station 64+29. This material meets the criteria of Article 669.05(a)(1) and shall be managed in accordance to Article 669.05. Potential contaminants of concern sampling parameters: PNAs, Metals.

Contract: X

 All excavation, full width of construction corridor LT and RT of centerline of Saunders Road from Station 74+72 to the northern limits of construction. This material meets the criteria of Article 669.05(a)(5) and shall be managed in accordance to Article 669.05. Potential contaminants of concern sampling parameters: Naphthalene (CWCA), Metals.

Work Zones

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

CLEARING AND GRUBBING

This work shall include all labor, material, and equipment necessary to remove and dispose of all obstructions marked by the Engineer in accordance with Section 201 and 202 of the Standard Specifications and as specified herein.

Clearing shall consist of the removal and disposal of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of whatever nature and existing structures, the removal of which is not otherwise provided for in Article 501.05; all logs, shrubs, bushes, saplings, grass, weeds, other underbrush vegetation and stumps of a diameter less than 6 in.

All saplings, bushes and roots shall be removed to a depth of not less than 12 in. below the elevation of the subgrade, the finished grade surface, or the ground line, and at least below the bottom of the subbase material.

Materials shall be disposed of off-site according to Article 202.03 of the Standard Specifications.

This work will be measured in place and paid for at the contract unit price per lump sum for CLEARING AND GRUBBING, which shall include all labor, material, and equipment required to complete the work as specified herein.

DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED

This work shall consist of adjusting or reconstructing drainage and utility structures to proposed finish grade at locations shown on the Engineering plans or as directed by the Engineer in accordance with Section 602 of the Standard Specifications and as specified herein.

All adjustments or reconstructions shall be made with existing frames and grates or lids unless otherwise specified.

Prior to making the final grade adjustment, all joint surfaces shall be made free of dirt, stones, and debris by wire brushing each surface. Broken concrete or other construction debris shall not be used to shim the adjusting rings or frame. The maximum total height of the adjusting rings shall not exceed eight (8) inches.

Contract: X

When a new precast concrete cone section or flat top slab is required to complete the work, it shall be considered a reconstruction.

No more than two precast concrete adjusting rings with eight-inch maximum height adjustment shall be allowed. A minimum one 2" ring shall be installed on new structures. All adjustment rings less than 2" shall be HDPE rings. Only one HDPE ring may be used within the precast tolerances. Only precast concrete or HDPE adjustment rings are permitted. A $\frac{1}{2}$ "x3.5" mastic shall be used between all frames, rings, and structures. Mortar shall be used around rings, but not between them. A bed of mortar can be used on a cone or flat top of a structure.

This work will be measured in place and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED or DRAINAGE & UTILITY STRUCTURE TO BE RECONSTRUCTED; regardless to the type of structure or type of frame and lid or grate, which shall include setting or resetting the frame with grate or lid, and excavation and backfill, except excavation in rock. The unit price shall include all labor, material, and equipment required to complete the work as specified herein.

DRAINAGE STRUCTURE TO BE REMOVED

This work shall include all labor, material, and equipment necessary to remove and dispose of existing drainage manholes, catch basins, inlets, and other drainage structures in accordance with Section 602 of the Standard Specifications and as specified herein.

If a new structure is not to be installed at the same location, excavated areas around the structure shall be backfilled with existing spoils on site or from trench backfill. Trench backfill will be paid for separately.

This work will be measured in place for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED, which shall include all labor, material, and equipment required to complete the work as specified herein.

EXPOSED AGGREGATE SURFACE

This work shall include all labor, material, and equipment necessary to place 6-inch or 8-inch portland cement concrete driveway pavement with exposed aggregate on a compacted subbase. This work shall be performed in accordance with Sections 311 and 423 of the Standard Specifications and as specified herein.

Driveways shall be placed on 4 inches of material conforming to Subbase Granular Material, Type B. Expansion joints 3/4" thick shall be placed at intervals of not more than 50 feet.

Driveways should be sealed with a 100% pure acrylic low VOC concrete sealer.

This work will be measured in place for at the contract unit price per square foot for EXPOSED AGGREGATE SURFACE, which shall include all labor, material, and equipment required to complete the work as specified herein.

Contract: X

FIRE HYDRANTS TO BE ADJUSTED

This work shall include all labor, material, and equipment necessary to adjust existing fire hydrants to the proposed ground elevations shown on the plans in accordance with Section 564 of the Standard Specifications and as specified herein. Adjustments of adjacent water valves shall be paid for separately.

This work will be measured in place for at the contract unit price per each for FIRE HYDRANTS TO BE ADJUSTED, which shall include all labor, material, and equipment required to complete the work as specified herein.

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

This work shall consist of the adjustment of inlets, catch basins, valve vaults and manholes at locations as directed by the Engineer in the field. This work shall be completed in accordance with the applicable portions of Section 602, 603 and 604 of the Standard Specifications as well as the District One Standard Detail BD-8 "Details for Frames and Lids Adjustment with Milling."

The existing pavement around each structure to be adjusted shall be removed by a straight, sawcut joint.

All structures requiring frame and lid adjustment shall be cleaned in accordance with Article 602.15.

After adjustment is complete, the pavement around the structure shall be replaced with Leveling Binder (Hand Method), N50. The pavement being replaced will not be paid for separately but considered included in the cost of the structure being adjusted.

The work will be paid for at the contract unit price per EACH for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT

This work shall consist of placing hot-mix asphalt driveway pavement in accordance with the applicable portions of Section 202, 355 and 406 of the Standard Specifications.

Driveway removal and any excavation required in order to install the driveway to the necessary depth will be done in accordance with the applicable portions of Sections 202 and 440 of the Standard Specifications and will be considered included in the cost of DRIVEWAY PAVEMENT REMOVAL.

The existing aggregate base will be graded and compacted prior to the placement of hot-mix asphalt. This work will be considered included in the cost of HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6" and HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8".

The areas noted in the plans for this item shall be restored with 2" Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50 and 4" or 6" of Hot-Mix Asphalt Binder Course, IL-19.0, N50.

Contract: X

When driveways are removed, access to the property shall be maintained with temporary aggregate in accordance with the pay item TEMPORARY ACCESS (PRIVATE OR COMMERCIAL ENTRANCE).

This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, of the thickness specified, which includes all labor, material and equipment to complete this work as shown on the plans and as described herein.

MAILBOX REMOVE AND REPLACE

This work shall include all labor, material, and equipment necessary to remove and replace mailboxes at their final locations as shown on the Engineering plans. Relocation during construction shall be in accordance with Article 107.20 of the Standard Specifications and as specified herein.

Replacement mailbox shall comply with the USPS residential mailbox standard and be installed on a new 4"x4" square treated wood post, or another method approved by the Engineer. New post shall be embedded into the ground no more than 24", set in portland cement concrete, and shall be mounted at a height of 41" to 45" from finished ground level to the bottom of the mailbox. The face of the mailbox shall be located 6" to 12" from the edge of the roadway shoulder.

Existing post shall be removed and disposed of, resulting hole from the removal of the mailbox shall be backfilled with suitable excavated material as approved by the Engineer.

This work will be measured in place and paid for at the contract unit price per each for MAILBOX REMOVE AND REPLACE, which shall include all labor, material, and equipment required to complete the work as specified herein.

PROTECTION OF EXISTING TREES

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE TRUNK PROTECTION, TREE ROOT PRUNING, and TREE PRUNING.

The Contractor shall coordinate with the Village prior to the start of construction to do a walk through and determine which trees or shrubs are to be protected, method of protection, and determine type of work to minimize damage to the tree.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

- A. Earth Saw Cut of Tree Roots (Root Pruning):
 - 1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
 - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.

Contract: X

b. Root prune to a maximum width of 4-inches using a reciprocating saw blade for cutting tree roots or similar cutting machine. Trenching machines will not be permitted.

- c. Exercise care not to cut any existing utilities.
- d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping, or tearing will not be permitted.
- e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.
- 2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
 - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
 - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.
 - c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
- 3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials, and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

B. Temporary Fence:

- 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".
- 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.

Contract: X

3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.

- 4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
- 5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.**

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

C. Tree Trunk Protection:

- 1. The Contractor shall erect trunk protection around all trees within the construction area to prevent damage to the trunk of the tree when temporary fence is not an option before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone".
- 2. The 2 inch x 8 inch x 8 foot boards shall be banded continuously around the trunk of each tree to prevent scarring of the trees shown on the plans or designated by the Engineer.
- 3. Multi-stem trees, saplings, and shrubs to be protected within the area of construction, temporary fence may be used for trunk protection.

Tree trunk protection will be paid for at the contract unit price per each for TREE TRUNK PROTECTION), which price shall include materials, installation, and removal.

C. Tree Limb Pruning:

- 1. The Contractor shall inspect the work site in advance and arrange with the Village to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
- 2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall include labor, materials, and equipment.

Contract: X

D. Removal of Driveway Pavement and Sidewalk:

1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.

- 2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal shall be done by excavation equipment, or by hand, or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
- 3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

E. Backfilling:

1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless otherwise directed by the Engineer. No grading will be allowed within the dripline of any tree unless directed by the Engineer.

F. Damages:

- 1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
- 2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

Contract: X

RAISED REFLECTIVE PAVEMENT MARKER

Description: This work shall consist of placing permanent raised reflective pavement markers.

Materials: The materials shall meet the requirements of Article 781.02 of the "Standard Specifications".

General: The work shall be performed according to Section 781 of the "Standard Specifications" and the following: Sawcutting the pavement for the installation of raised pavement markers shall be done by means of dry cutting the pavement. The Contractor shall maintain the pavement and the surrounding area in clean, dry condition and shall vacuum the dust and millings from the pavement surface. The method of cutting the pavement may be altered by the Contractor provided the pavement surface and the surrounding area are cleaned to the satisfaction of the Engineer. Alternate methods of cutting the pavement shall be approved by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER. The unit price shall include all costs for sawing and cleaning the pavement, regardless of the sawing method used. The unit price shall also include all equipment, materials and labor required to install the raised reflective pavement markers.

REMOVE AND REINSTALL BRICK PAVER

This work shall include all labor, material, and equipment necessary to remove, store, secure, and reinstall brick pavers as directed by the Engineer and as specified herein.

All references to brick pavers throughout the contract documents shall be understood to mean all specialty materials, including, but not limited to, brick pavers, raised aggregate, slate, flagstone, and all non-portland cement or asphalt sidewalks or driveways.

No additional compensation will be provided to dispose of damaged bricks or to purchase replacement bricks due to damaged or missing bricks. The existing brick pavers that are to be reused shall be carefully removed and securely stored to prevent loss, theft, or damage. At the discretion of the Contractor, bricks can be stored off-site to prevent theft or damage.

At the discretion of the Engineer, the Contractor may salvage the existing brick edging. If the existing brick edging is damaged or considered unacceptable, the Contractor shall furnish and install new edging of sufficient size to prevent the brick pavers from "rolling" or losing their bond. The subbase material shall be compacted with a vibratory compactor and additional aggregate material installed, if required, to ensure positive drainage is achieved prior to resetting the brick pavers.

The contractor shall furnish and install mason and/or polymeric sand, whichever is applicable to match existing materials, after the brick pavers have been set to grade. After a sufficient amount of sand has been applied to the brick paver surface, the area shall be mechanically tamped to ensure a tight bond. The application of sand may need to be repeated until the desired results are achieved to the satisfaction of the Engineer.

Contract: X

The cost of any additional materials and necessary labor required to comply with the above provisions shall be considered as included in the unit bid prices of this item, and no additional compensation shall be allowed.

This work will be measured in place and paid for at the contract unit price per square feet for REMOVE AND REINSTALL BRICK PAVER, which shall include all labor, material, security, storage, and equipment required to complete the work as specified herein.

REMOVING AND RESETTING STREET SIGNS

This work shall include all labor, material, and equipment necessary to remove, store, and reerect existing regulatory and warning sign panel assembly and posts in accordance with Section 724 of the Standard Specifications and as specified herein.

The Contractor shall store the existing sign panel assembly in a location that won't promote vandalism or theft. The existing post shall be disposed of properly. The Contractor shall replace, at no additional cost to the Owner, any sign panel assembly which has been vandalized, stolen or damaged due to neglect, misconduct or poor workmanship.

A new metal post, type A shall be included in the cost of this item for all signs to be removed and reset. The metal post shall be in accordance with Section 729 of the Standard Specifications.

The sign panel assembly and post shall be installed by a method approved by the Engineer and in accordance with application sections of the Manual on Uniform Traffic Control Devices. Construction equipment such as a backhoe or skid steer shall not be used to drive posts into the ground.

This work will be measured in place and paid for at the contract unit price per each for REMOVING AND RESETTING STREET SIGNS, which shall include all labor, material, and equipment required to complete the work as specified herein.

STORM SEWERS, WATER MAIN QUALITY

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

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

(1) Water mains and water service lines shall be located at least 10 feet (3.05 meters) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, or sewer service connections.

Contract: X

(2) Water mains and water service lines may be located closer than 10 feet (3.05 meters) to a sewer line when:

- (a) Local conditions prevent a lateral separation of 10 feet (3.05 meters); and
- (b) The water main or water service invert is 18 inches (460 mm) above the crown ofthe sewer; and
- (c) The water main or water service is either in a separate trench or in the same trenchon an undisturbed earth shelf located to one side of the sewer.
- (3) A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches (460 mm) above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located within 10 feet (3.05 meters) horizontally of any sewer or drain crossed.

When it is impossible to meet (1), (2) or (3) above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joints ductile iron pipe, or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line isat least 10 feet (3.05 meters). 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 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), with a mechanical or rubber ring (slip seal or push on) joints.

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

Mechanical Joints - AWWA C111 and C600
 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

Contract: X

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 Standard D 1785. Schedule 80 is theminimum required for all pipe sizes, except when the pipe is to be threaded, and thenit shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
- Polyvinyl Chloride (PVC) conforming to ASTM D 2241. A minimum wall thickness
 of SDR 26 is required for all pipe sizes (<u>Note</u>: 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 (<u>Note</u>: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from CPVC compound meeting ASTM D 1784.
- 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, thehigher the wall thickness and pressure rating). It shall be made from PVC compoundmeeting 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 (Note: The lower the DR number, thehigher the wall thickness and pressure rating). It shall be made from PVC compoundmeeting 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 insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

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

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

For water-sewer line crossings <u>only</u>, storm sewer meeting water main requirements may also beconstructed 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 Illinois Department of Transportation 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*.

This work will be measured and paid for at the contract unit price per foot (meter) for STORM SEWER (WATER MAIN QUALITY PIPE) of the diameter and type specified.

Contract: X

STUMP REMOVAL

This work shall consist of the removal and satisfactory disposal of stumps. All excess chips and debris from this operation shall be removed and disposed of outside the limits of the contract. This work will be done in accordance with Section 201 of the Standard Specifications for tree removal, except that stumps are to be removed a minimum of six (6) inches below the natural surface of the ground.

This work will be measured in place and paid for at the contract unit price per Each for STUMP REMOVAL, which price shall include all labor, material, and equipment required to complete the work as specified herein.

TIMBER RETAINING WALL REMOVAL

This work shall include all labor, material, and equipment necessary for the removal, offsite disposal, and grading of timber retaining walls in accordance with Section 501 of the Standard Specifications, as detailed on the plans and as specified herein.

The existing timber retaining wall designated for removal on the plans shall be removed entirely.

This work will be measured in place for at the contract unit price per foot for TIMBER RETAINING WALL REMOVAL, which shall include all labor, material, and equipment required to complete the work as specified herein.

WATER VALVES TO BE ADJUSTED

This work shall include all labor, material, and equipment necessary to adjust existing water valves to the proposed ground elevations shown on the plans in accordance with Section 564 of the Standard Specifications and as specified herein. Adjustments of adjacent fire hydrants shall be paid for separately.

This work will be measured in place for at the contract unit price per each for WATER VALVES TO BE ADJUSTED, which shall include all labor, material, and equipment required to complete the work as specified herein.

Contract: X

AVAILABLE REPORTS (D1 LR) Effective: July 1, 2021 No project specific reports were prepared. When applicable, the following checked reports and record information is available for Bidders' reference upon request: Record structural plans Preliminary Site Investigation (PSI) (IDOT ROW) Preliminary Site Investigation (PSI) (Local ROW) Preliminary Environmental Site Assessment (PESA) (IDOT ROW) Preliminary Environmental Site Assessment (PESA) (Local ROW) Soils/Geotechnical Report Boring Logs Pavement Cores Location Drainage Study (LDS) Hydraulic Report

Those seeking these reports should request access from:

☐ Other: _____

Mark Cobb, P.E.

Gewalt Hamilton Associates, Inc.

□ Noise Analysis

Phone: (847) 478-9700

Email: mcobb@gha-engineers.com

Contract: X

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 (TRAINES TRAINING PROGRAM GRADUATE).

Contract: X

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 ____.

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

To receive payment, the Contractor must provide training opportunities aimed at developing a full journey worker 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.

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

SPECIAL PROVISION FOR INSURANCE

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

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

general liability insurance policy in accordance with Article 107.27:)r's
The entities listed above and their officers, employees, and agents shall be indemnified a held harmless in accordance with Article 107.26.	ınd

State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets SPECIAL PROVISION FOR

LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA Effective: January 1, 2022

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

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

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

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

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

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

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

Density Verification Method			
	Cores		
	Nuclear Density Gauge (Correlated when		
	paving ≥ 3,000 tons per mixture)		

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

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

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

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

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

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

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



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification

by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 III. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location (Describe the location		contaminated soil)	
Project Name: Saunders Road Reconstruction Project Physical Site Location (address, including number and street): Along Saunders Road from Riverwoods Road to Duffy Lane			Office Phone Number, if available:	
City: Riverwoo	ds	State: IL	Zip Code: 60015	
County: Lake		Township: West	Deerfield	
Lat/Long of approxima	ite center of site in dec	imal degrees (DD.	ddddd) to five decimal pla	ces (e.g., 40.67890, -90.12345):
Latitude: 42.18005	Longitude: -	87.88148		
(Decimal De	egrees)	(-Decimal Degrees)	
Identify how the lat/lon	ig data were determine	ed:		
○ GPS ○ Map In	terpolation () Photo	Interpolation (Survey 🕢 Other	
ISGS Public Land Sur	vey System. Lat/lon at	oove refer to the ap	proximate center of the P	roject Area
IEPA Site Number(s),	if assigned: BOL:		BOW:	BOA:
Approximate Start Date	te (mm/dd/yyyy):		_ Approximate End Date	(mm/dd/yyyy):
Estimated Volume of	debris (cu. Yd.):		4	
II. Owner/Operate Site Owner	or Information for	Source Site	Site Operator	
Name:	Village	e of Riverwoods	Name:	
Street Address:	30	00 Portwine Rd.	Street Address:	
PO Box:			PO Box:	
City:	Riverwoods	State: IL	City:	State:
Zip Code:	60015 Phone:	847-945-3990	Zip Code:	Phone:
Contact:		Stephen Witt	Contact:	
Email if available	ewitt@	riverwoods gov	Email, if available:	

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

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III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)]:

A May 2021 PESA was reviewed for the Project Corridor, which consisted of residential and commercial properties. Three (3) PIPs were identified in connection with the Project Corridors through the database review and site visit. Refer to the attachments for additional information.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 III. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0,including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 III. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

Eighteen (18) soil borings were advanced along the Project Corridor on April 11, 2024. Samples were analyzed for one or more of: VOCs, SVOCs, total RCRA Metals, and pH. Results achieve the CCDD requirements, except for the CCDD Exclusion Areas as shown in the attached documentation [SB-7(0-5), SB-9, SB-13, SB-16]. Refer to the attachments for additional info.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I,	Jeremy J. Reynolds, P.G.	(name of licensed professional engineer or geologist)
се	rtify under penalty of law that the information submitted, including	but not limited to, all attachments and other information, is to
the	e best of my knowledge and belief, true, accurate and complete.	In accordance with the Environmental Protection Act [415
ILC	CS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify	that the soil from this site is uncontaminated soil. I also
се	rtify that the soil pH is within the range of 6.25 to 9.0. In addition,	I certify that the soil has not been removed from the site as
	rt of a cleanup or removal of contaminants. All necessary docum	

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:

Huff & Huff, Inc., a Subsidiary of GZA, Inc.

Street Address:

915 Harger Rd Suite 330

City:

0.1.0

Oak Brook

State: IL

Zip Code: 60523

Phone:

(630) 684-9100

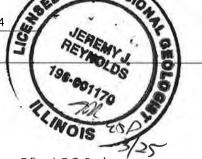
Jeremy J. Reynolds, P.G.

Printed Name:

Licensed Professional Engineer or

Licensed Professional Geologist Signature:

Jul 22, 2024 Date:



P.E or L.P.G. Seal:

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Storm Water Pollution Prevention Plan

Route	Marked Route	Section Number
FAU 2416	Saunders Road	21-00020-00-RS
Project Number	County	Contract Number
JFPC(674)	Lake	
		arge Elimination System (NPDES) Permit No. storm water discharges from construction site
system designed to assure that qualified person the person or persons who manage the sysubmitted is, to the best of my knowledge a	sonnel properly gathered and evaluated the ir stem, or those persons directly responsible	by direction or supervision in accordance with a information submitted. Based on my inquiry of for gathering the information, the information in aware that there are significant penalties for colations.
Signature & Date		
(BDE) Manual. Chapter 41 and this form also I. Site Description:	BDE 2342 can be found in Chapter 41 of the IE reference the IDOT Drainage Manual which s	hould be readily available.
	n; include latitude and longitude, section, town,	-
Saunders Road: Sta. 0.00 to 1.45, Vil	llage of Riverwoods, Lake County, IL (42.17729, -87.88191)
improvements, in-stream work, installation, The project scope involves resurfacin Lane. The project also involves storm	n sewer utility improvements. The eros ion barrier, inlet and pipe protection, a	and permanent stabilization: Road from Riverwoods Road to Duffy
C. Provide the estimated duration of this proje	act.	
March 2025-November 2025	ж.	
D. The total area of the construction site is est The total area of the site estimated to be di	timated to be $\frac{4.0}{}$ acres	
E. The following are weighted averages of the Section 4-102 of the IDOT Drainage Manua	e runoff coefficient for this project before and at al:	fter construction activities are completed; see
0.69		
F. List all soils found within project houndaries	s; include map unit name, slope information, ar	nd erosivity
320-Frankfort silt loam, 0 to 2 percent 465-Montgomery silty clay loam, 0 to 696-Zurich silt loam, 2 to 4 percent sleepes 228-Nappanee, 2 to 4 percent slopes	t slopes 2 percent slopes opes	

G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:			
4 wetlands are located within the project limits totaling 0.181 acres.			
H. Provide a description of potentially erosive areas associated with this project:			
N/A			
I. The fellowing is a description of all distribution activities by the six backing and their constitutions of all and a six backing a six bac			
I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):			
Clearing and grubbing, grading, fine grading, site restoration. No steep slopes are proposed.			
J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes			
anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite			
sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-			
structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters			
(including wetlands), and locations where storm water is discharged to surface water including wetlands.			
K. Identify who owns the drainage system (municipality or agency) this project will drain into:			
Village of Riverwoods			
Village of Triverwoods			
L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:			
Village of Riverwoods			
M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters			
that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving			
waters can be found on the erosion and sediment control plans:			
Ultimately drains to the West Fork of the North Branch of the Chicago River, but not directly			
N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper),			
highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or			
requirements to protect adjacent wetlands.			
For any oterm water discharges from construction activities within 50 feet of Waters of the LLS (except for activities for water			
For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided			
between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within			
that area.			
None.			
O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.			
to be impacted by the proposed development. If diffiel guidance on these resources is available in Section 41-4 of the BBE ividinal.			
☐ 303(d) Listed receiving waters for suspended solids, turbidity, or siltation.			
The name(s) of the listed water body, and identification of all pollutants causing impairment:			
The hame(e) of the noted water body, and identification of an politicality educing impairment.			
Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event			
equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:			
Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:			

Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:			
Applicable Federal, Tribal, State, or Local Programs			
Floodplain			
Historic Preservation			
Receiving waters with Total Maximum Daily Load (TMDL) for sedin	nent total suspended solids turbidity or siltation		
TMDL (fill out this section if checked above)	iterit, total susperious solids, tarbialty of situation		
THIDE (IIII out this section if effected above)			
The name(s) of the listed water body:			
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:	will be incorporated into the site design that is consistent with the		
If a specific numeric waste load allocation has been established that we	ould apply to the project's discharges, provide a description of the		
necessary steps to meet that allocation:			
Threatened and Endangered Species/Illinois Natural Areas (INAI)/I	Nature Preserves		
Other			
Wetland			
P. The following pollutants of concern will be associated with this const			
	⊠ Solid Waste Debris		
	Solvents		
	Waste water from cleaning construction equipments		
	Other (Specify)		
	Other (Specify)		
	Other (Specify)		
Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)	Other (Specify)		
Soil Sediment	Other (Specify)		
_			

II. Controls:

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

- A. Erosion and Sediment Controls: At a minimum, controls must be coordinated, installed and maintained to:
 - 1. Minimize the amount of soil exposed during construction activity;
 - 2. Minimize the disturbance of steep slopes;
 - 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 - 4. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II.B.1 and II.B.2, stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.
 - 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
- 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used. The following stabilization practices will be used for this project: ☐ Erosion Control Blanket / Mulching Temporary Turf (Seeding, Class 7) Temporary Mulching Geotextiles Permanent Seeding □ Preservation of Mature Seeding Other (Specify) Other (Specify) Sodding Other (Specify) Temporary Erosion Control Seeding Other (Specify) Describe how the stabilization practices listed above will be utilized during construction:

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

The erosion control blanket will be installed in all areas disturbed by grading for temporary stabilization.

Permanent seed will be installed at all disturbed locations where final coverage is to be pervious. The site will not be considered permanently stabilized until it reaches 75% coverage of vegetative growth.

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

Aggregate Ditch	Stabilized Construction Exits
Concrete Revetment Mats	Stabilized Trench Flow
☐ Dust Suppression	☐ Slope Mattress
Dewatering Filtering	☐ Slope Walls
Gabions	
☐ In-Stream or Wetland Work	☐ Temporary Pipe Slope Drain

Level Spreaders	Temporary Sediment Basin
☐ Paved Ditch	☐ Temporary Stream Crossing
Permanent Check Dams	☐ Turf Reinforcement Mats
Perimeter Erosion Barrier	Other (Specify)
Permanent Sediment Basin	Other (Specify)
Retaining Walls	Other (Specify)
Riprap	Other (Specify)
Rock Outlet Protection	Other (Specify)
Sediment Trap	Other (Specify)
Storm Drain Inlet Protection	Other (Specify)
Z	
Describe how the structural practices listed above will be utilized	
	p prevent sediment from entering the storm drains or washing
· · · · · · · · · · · · · · · · · · ·	will be installed to prevent sediment from entering the storm
for erosion.	the flow of water in roadside ditches, reducing the potential
ioi erosiori.	
Describe how the structural practices listed above will be utilize	ed after construction activities have been completed:
	ks will be left in place until the site is permanently stabilized.
	ved after construction activities have been completed.
D. Treatment Chemicals	
Will polymer flocculants or treatment chemicals be utilized on the	nis project: Yes No
If yes above, identify where and how polymer flocculants or treat	atment chemicals will be utilized on this project.
	gement Controls: Provided below is a description of measures that will be and pollutants in storm water discharges that will occur after construction ses may be subject to Section 404 of the Clean Water Act.
	water detention structures (including wet ponds), storm water retention ales and natural depressions, infiltration of runoff on site, and sequential
Water Pollution Control) of the IDOT BDE Manual. If	d based on the technical guidance in Chapter 41 (Construction Site Storm practices other than those discussed in Chapter 41 are selected for ent from those covered in Chapter 41, the technical basis for such decisions
non-erosive velocity flow from the structure to a water cour	tions and along the length of any outfall channel as necessary to provide a se so that the natural physical and biological characteristics and functions gic conditions such as the hydroperiod and hydrodynamics present prior to
Description of permanent storm water management controls:	
The permanent stormwater quality control for the sit	te is the existing roadside ditches along with driveway
culverts conveying drainage in the the existing syste	
IDOT specifications, which are at least as protective as the	es, controls and provisions contained in this plan will be in accordance with e requirements contained in the IEPA's Illinois Urban Manual. Procedures ion site plans or storm water management plans approved by local officials

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shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

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

Temporary erosion control measures such as perimeter erosion barrier, inlet filters, and inlet and pipe protection on existing storm structures must be installed prior to site disturbance. Inlet filters and inlet and pipe protection must be installed as soon as the proposed structures are set.

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.
- 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - · Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization time-frame
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized cons
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - · Major planned stockpiling operation
 - Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
 - Permanent stabilization activities for each area of the project
- 2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
 - Temporary Ditch Checks Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
 - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - · Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the

vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

Perimeter erosion barrier - accumulated sediment shall be removed in front of perimeter erosion barrier when sediment reaches 1/2 the height of the fence. Perimeter erosion barrier shall promptly be replaced and/or repaired in the event it falls down or is torn.

Inlet protection - inlet protection devices shall be cleaned after storm events or when the devices become 25% full of sediment. Inlet protection devices shall promptly be replaced in the event that they are torn.

IV. Inspections:

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

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

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

The Incidence of Non-Compliance shall be mailed to the following address: Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Compliance Assurance Section 1021 North Grand East Post Office Box 19276 Springfield, Illinois 62794-9276

V. Failure to Comply:

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



Contractor Certification Statement



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

Roule	Marked Roule	Section Number
FAU 2416	Saunders Road	21-00020-00-RS
Project Number	County	Contract Number
JFPC(674)	Lake	
This certification statement is a part of S Permit No. ILR10 issued by the Illinois En	SWPPP for the project described above, vironmental Protection Agency.	in accordance with the General NPDES
	stand the terms of the Permit No. ILR 10 the construction site identified as part of this o	•
project; I have received copies of all appro	all of the information and requirements state opriate maintenance procedures; and, I had and SWPPP and will provide timely update.	ve provided all documentation required
Contractor Sub-Contractor		
Signature	Date	
Print Name	Title	
Name of Firm	Phone	
Street Address	City	State Zip Code
Items which this Contractor/subcontractor will	be responsible for as required in Section II.G. of	of SWPPP

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 95 working days.

80071

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: March 2, 2019

<u>FEDERAL OBLIGATION</u>. 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 by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

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 contracts funded in whole or in part with federal or state funds. 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:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment

of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform ______% 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. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

<u>DBE LOCATOR REFERENCES</u>. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must 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 Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not 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.

GOOD FAITH EFFORT PROCEDURES. 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 enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will 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 bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds

of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed 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 companies. 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 counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. 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 goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and

contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at <u>DOT.DBE.UP@illinois.gov</u>.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide copies of 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.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the

materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness:
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it

relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) <u>FINAL PAYMENT</u>. After the performance of the final item of work or delivery of material by a DBE and final payment therefore 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 on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. 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. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. 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.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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 ___. 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.

<u>Basis of Payment</u>. 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.

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