

PROJECT MANUAL

Federal Life Site – Phase 1 Improvements

Owner:



Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015
(847) 945-3990

Engineer:



Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, Illinois 60061
(847) 478-9700

Issued: September 2026
GHA Project #: 9770.016

INVITATION TO BID

Village of Riverwoods – Federal Life Site - Phase 1 Improvements

The Village of Riverwoods, a local government unit in Lake County, Illinois, invites interested parties to submit a bid proposal for the Federal Life Site – Phase 1 Improvements.

Time and Place for Opening Bids:

Sealed proposals for the improvements described below will be received at the offices of:

Village of Riverwoods
300 Portwine Road
Riverwoods, Illinois 60015
(847) 945-3990

Beginning at 10:00 AM Tuesday, October 13, 2026, all bids will be publicly opened at that time and read aloud.

Availability of Contract Documents:

Bid Documents may be obtained, starting at 10:00 AM on Tuesday, September 29, 2026, electronically through QuestCDN, accessible via <http://www.gha-engineers.com/bidding-info>. A \$30 fee is required to download electronic documents for the project.

Description of Work:

The work for which proposals are invited to bid on consists of, in general, but shall not be limited to, the following: Pavement removal, underground utility removals, site clearing, storm sewer installations, mass grading, aggregate base course, native plantings and tree installations, landscape restoration and other associated improvements.

Location of Work:

The work is located at 3750 W Deerfield Road, Riverwoods, IL 60015.

Pre-Bid Meeting:

A pre-bid meeting is NOT required for this project.

Contractor Prequalification:

All bidders shall submit a copy of their applicable IDOT Prequalification certifications with the bid.

Wages of Employees:

Not less than the current prevailing rate of wages as found by the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract.

Bid Security:

Bid security in the form of a Bid Bond, Bank Cashier's Check or Certified Check in the amount of Five percent (5%) of the total bid amount made payable to the Village of Riverwoods shall accompany the bid.

This Invitation to Bid is issued this 29th day of September 2026 by the Village of Riverwoods

SCHEDULE OF PRICES**Base Bid Scope of Work:**

For the complete scope of work and information covering these items, see the plans and specifications.

FEDERAL LIFE SITE - PHASE 1 IMPROVEMENTS

The following Unit Prices will be used for basis of payment and shall be the bidder's proposal for completing the entire improvements herein.

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	VALUE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	32.0	UNIT	\$	\$
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	7.0	UNIT	\$	\$
20101000	TEMPORARY FENCE	2,603.0	FOOT	\$	\$
20101200	TREE ROOT PRUNING	17.0	EACH	\$	\$
20200100	EARTH EXCAVATION	25,000.0	CU YD	\$	\$
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	20,500.0	CU YD	\$	\$
20800150	TRENCH BACKFILL	43.0	CU YD	\$	\$
21101615	TOPSOIL, FURNISH AND PLACE, 4"	26,630.0	SQ YD	\$	\$
25000210	SEEDING, CLASS 2A	4.7	ACRE	\$	\$
25100630	EROSION CONTROL BLANKET	22,635.0	SQ YD	\$	\$
28000250	TEMPORARY EROSION CONTROL SEEDING	655.0	POUND	\$	\$
28000400	PERIMETER EROSION BARRIER	2,603.0	FOOT	\$	\$
28000510	INLET FILTERS	8.0	EACH	\$	\$
28100105	STONE RIPRAP, CLASS A3	210.0	SQ YD	\$	\$
35102000	AGGREGATE BASE COURSE, TYPE B 8"	2,220.0	SQ YD	\$	\$
44000100	PAVEMENT REMOVAL	7,240.0	SQ YD	\$	\$
44000300	CURB REMOVAL	2,439.0	FOOT	\$	\$
44000500	COMBINATION CURB AND GUTTER REMOVAL	426.0	FOOT	\$	\$
44000600	SIDEWALK REMOVAL	722.0	SQ FT	\$	\$
50102400	CONCRETE REMOVAL	28.0	CU YD	\$	\$
54001001	BOX CULVERT END SECTION	1.0	EACH	\$	\$
54010403	PRECAST CONCRETE BOX CULVERTS 4' X 3'	121.0	FOOT	\$	\$
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	4.0	EACH	\$	\$
550B0090	STORM SEWERS, CLASS B, TYPE 1, 18"	51.0	FOOT	\$	\$
550B0090	STORM SEWERS, CLASS B, TYPE 1, 18" (TEMPORARY)	37.0	FOOT	\$	\$
550B0120	STORM SEWERS, CLASS B, TYPE 1 24"	137.0	FOOT	\$	\$
550B0120	STORM SEWERS, CLASS B, TYPE 1 24" (TEMPORARY)	469.0	FOOT	\$	\$
55100500	STORM SEWER REMOVAL 12"	638.0	FOOT	\$	\$
55101200	STORM SEWER REMOVAL 24"	460.0	FOOT	\$	\$
56400500	FIRE HYDRANTS TO BE REMOVED	1.0	EACH	\$	\$
60203905	CATCH BASIN, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	3.0	EACH	\$	\$
60204005	CATCH BASIN, TYPE A, 5' DIAMETER, TYPE 3 FRAME AND GRATE	2.0	EACH	\$	\$
60500040	REMOVING MANHOLES	3.0	EACH	\$	\$
60500050	REMOVING CATCH BASINS	7.0	EACH	\$	\$
60920024	PIPE CULVERTS TO BE CLEANED 24"	30.0	FOOT	\$	\$
89502300	REMOVE TELEPHONE LINE	119.0	FOOT	\$	\$

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	VALUE
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	3,043.0	FOOT	\$	\$
A2006516	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK) 2" CALIPER, BALLED AND BURLAPPE	11.0	EACH	\$	\$
A2006716	TREE, QUERCUS MACROCARPA (BUR OAK), 2" CALIPER, BALLED AND BURLAPPED	10.0	EACH	\$	\$
K0013030	PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG	13.0	UNIT	\$	\$
K0013055	PERENNIAL PLANTS, WETLAND EMERGENT	0.6	ACRE	\$	\$
X0325155	REMOVE ABANDONED GAS MAIN	260.0	FOOT	\$	\$
X0326806	WASHOUT BASIN	1.0	EACH	\$	\$
X0327754	TEMPORARY BULKHEAD	1.0	EACH	\$	\$
X5510306	SANITARY SEWER REMOVAL, 6"	175.0	FOOT	\$	\$
X5610706	WATER MAIN REMOVAL, 6"	316.0	FOOT	\$	\$
X5630006	CUT AND CAP EXISTING 6" WATER MAIN	1.0	EACH	\$	\$
X6020001	CONTROL STRUCTURES NO. 1 (SPECIAL)	1.0	EACH	\$	\$
X6640104	TEMPORARY FENCE REMOVAL	2,100.0	FOOT	\$	\$
XX006998	GRAVEL REMOVAL	135.0	SQ YD	\$	\$

PROPOSAL OF UNIT PRICE BID TOTAL: \$ _____

Written Amount for Proposal of Unit Price Bid Total:

Bid Certification Form
Village of Riverwoods – Federal Life Site - Phase 1 Improvements

From: _____
(Name Of Bidding Company) (Name of Bidder)

(Company Address # & Street Name + Suite # or PO Box) (Bidder Phone #)

(Company City, State, Zip) (Bidder Email)

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E – “Public Contracts” concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

&
hereby certifies that they have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal.

&
declares that they understand that where quantities are mentioned, they are approximate only, subject to increase or decrease, and that in such cases Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices contained herein.

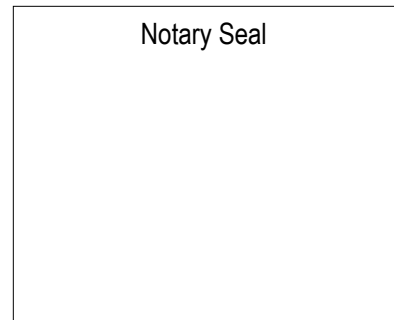
&
certifies that they are familiar with all the local conditions affecting the cost of the Work, and hereby proposes to furnish all labor, materials, tools, and equipment necessary to perform and complete in a thorough workmanlike manner the construction as enumerated below all in accordance with the Contract Documents prepared by Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061, and entitled:

_____, being duly sworn, deposes and says that they are the
(Print Name of Bidder)

_____ of _____ and that the statements above are true and correct.
(Title) (Company)

By: _____
(Bidder Signature)

Dated this _____ day of _____,
(date) (month) (year)



Notary:
Subscribed and sworn before me this _____ day of _____,
(date) (month) (year)



Local Public Agency

County

Section Number

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WE, _____ as PRINCIPAL, and
_____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____
Day Month and Year

Principal

Company Name

--

Signature & Date

By:

--

Title

--

Company Name

--

Signature & Date

By:

--

Title

--

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

--

Signature of Attorney-in-Fact Signature & Date

By:

--

STATE OF IL

COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month and Year

(SEAL, if required by the LPA)

Notary Public Signature & Date

--

Date commission expires _____

Local Public Agency

County

Section Number

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ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

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

Company/Bidder Name

--

Signature & Date

--

Title

--

Performance Reference Form

Project Name & Year:

Project Value:

Owners Name:

Owners Address:

City & State:

Owners Contact Person:

Title/Position:

Telephone Number:

Contact Email:

Project Name & Year:

Project Value:

Owners Name:

Owners Address:

City & State:

Owners Contact Person:

Title/Position:

Telephone Number:

Contact Email:

Project Name & Year:

Project Value:

Owners Name:

Owners Address:

City & State:

Owners Contact Person:

Title/Position:

Telephone Number:

Contact Email:

Non-Collusion Certification Form

By Submission of this proposal, the Bidder _____ certifies,
(Name of Bidder)

That (s)he is _____ of _____ and,
(Title) (Name of Company)

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that (s)he has not participated and will not participate in any action contrary to (1-4] above;

Or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that (s)he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that (s)he has not participated, and will not participate in any action contrary to (1-4) above

No Conflict-of-Interest Certification Form

By Submission of this proposal, the Bidder _____ certifies,
(Name of Bidder)

That (s)he is _____ of _____ and,
(Title) (Name of Company)

under penalty of perjury, affirms:

1. I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any other Bidder.
2. I certify that I have fully disclosed to the OWNER to the best of my knowledge, all circumstances under which this company, any immediate family members and/or other persons who work with the company have or may have any conflict of interest with the Owner.
3. I certify to fully disclose to the Owner any such circumstances that might arise during the contract period upon my becoming aware of such circumstances.
4. I certify that no other relationship, bias or ethical conflict exists which will prevent me from submitting this bid solely on its merits and in accordance with the bid's evaluation criteria.
5. I certify that if I am serving as the Procurement Officer of record, I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Bidding Conditions

Definition of Terms

Follow SSRBC Art. 101 except as listed below.

Modify the following definition(s):

101.16 Engineer. Include the following:

The Owners Representative hired or employed by awarding authority.

Add the following definition(s):

Owner. The awarding authority whether public agency or private entity

Non-Barred Bidding

Contractor shall not be barred from contracting with any unit of State or local government as a result of a violation of state or local government regulations and laws.

Pre-Qualification of Bidders

State of Illinois, Department of Transportation, Contractor Pre-Qualification and Subcontractor Pre-Qualification/Registration is required.

Examination of Contract Documents and Site Conditions

Each prospective Bidder shall, before submitting their bid, examine and carefully study the bidding documents, contract, and other related data identified therein. Each prospective Bidder shall also, before submitting their bid, visit (when work area is not on public land the visitation shall be coordinated with Engineer) and inspect the work site in detail and become familiar with general, local, and site conditions that may affect cost, progress, and performance of the work including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the work site.

The Owner does not guarantee the existence, non-existence, or location of any installations or infrastructure which may be shown on the plans. The inclusion of such items is based on the best data available but should not be regarded as conclusive. The Owner assumes no responsibility for errors or misinterpretations resulting from Bidder's failure or neglect to conduct such examination.

Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the contract documents and understands all requirements for the performance of the work according to the following:

Invitation to Bid

Bidding Conditions

Standard Specifications for Road and Bridge Construction, most recent edition, adopted by the Department of Transportation, State of Illinois.

Standard Specifications for Water and Sewer Main Construction in Illinois, ISPE, most recent edition.

Supplemental Specifications.

General Conditions.

Special Provisions.

Recurring Special Provisions.

Bid Proposal.

Contract/Contract Bond.

Engineering Plans and Exhibits.

Addenda.

Compliance with Federal, State, and Local Laws

The Contractor shall, at all times, observe and comply with Federal, State and local laws, ordinances, codes and regulations which in any manner affect the conduct of the work. The Owner and Engineer shall not be held liable for failure of work or materials that do not conform to codes. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner or any of its officers, agents, employees, and servants including Engineer to liability, whether by the Contractor or anyone subject to the control of the Contractor.

Approximate Quantities

The quantities provided in the bid documents are approximate only and are subject to increase or decrease during the course of work. Actual compensation to the Contractor shall be based upon the actual quantities completed multiplied by the unit price bid for each item. The unit prices submitted are for the purpose of obtaining a total gross sum, for use in computing the value of additions and deductions and for the purpose of determining the lowest Bidder.

Taxes and Benefits

Bidders are hereby advised that Owner is exempt from Illinois state sales and use taxes on supplies and materials to be incorporated into the work and such exemption shall be considered during the preparation of bids. Owner will furnish evidence of such exemption to successful bidder, if necessary, for use in purchasing supplies and materials to be incorporated into the work. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased or leased by successful bidder, or to supplies or materials not incorporated into the work.

Interpretation of Contract Documents Prior to Bidding

The Bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Owner will in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the Bidder.

If any Bidder is in doubt as to the true meaning of any part of the contract documents, the Bidder shall request an interpretation in writing, prior to bidding, to the Owner. Only a written interpretation shall be binding, and no Bidder shall rely upon any verbal interpretation or correction given by any other method.

All questions shall be addressed to Carissa Smith, PE, Village Engineer, at CSmith@gha-engineers.com.

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda to all parties recorded as having registered for the bidding documents. Questions received less than three (3) business days prior to the date for opening of bids may not be answered. Only questions answered by Addenda will be binding.

Preparation of Bid

The Bidder shall prepare their proposal on the bid package forms furnished by the Owner for this project. The Bidder shall only include the applicable bid package forms when compiling the bid package and not return the entire proposal request package.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be typed or legibly written.

Where denoted, the bid forms shall be executed by the Bidder's authoritative representative.

Bid Form

Bids shall be made using only the Bid Form/Schedule of Prices and any attachments thereto included in the bidding documents. Bids made without the use of said form and attachments will not be considered. Bidders are warned against making alterations of any kind to the Bid Form and any attachments. Bid Forms or any attachments that contain omissions, conditions, alterations, or additions not called for by Owner may be rejected or interpreted so as to be favorable to Owner. Total bid prices are to be provided in figures, as provided on Bid Form.

In case of any error in adding or multiplying individual entries on the Bid Form, such as in adding or multiplying quantities and unit prices, the unit prices listed shall be multiplied by the quantity to achieve the total, and each line item total will be summed to reach project total. If a unit price is omitted, the total price will be divided by the quantity to establish a unit price. The unit prices submitted are for the purpose of obtaining a total gross sum, for use in computing the value of additions and deductions and for the purpose of determining the lowest Bidder. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, unit prices shall govern.

Owner may reject a bid if it does not contain entries for every bid item listed on the Bid Form or may interpret any item left blank as a price of "no charge" for the item.

Bid Security

Bid security in the form of a Bid Bond, Bank Cashier's Check, or Certified Check in the amount of five (5) percent of the total bid amount made payable to the Village of Riverwoods shall accompany the bid. No bids will be considered unless accompanied by such bond or check.

Withdrawal of Bids

Bids may be withdrawn at any time prior to opening upon written request of the Bidder. Negligence on the part of the Bidder in preparing their bid shall not constitute a right to withdraw bid.

No Bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening.

Evaluation of Bids

The Owner may reject any and all bids and may order a re-advertisement for new bids or waive the competitive bid process. All bids will be open to acceptance for sixty (60) days after the bid opening, or for a longer period that Bidder may agree to in writing if Owner requests. Owner may, at its sole discretion, accept or reject any bid before the end of this acceptance period.

In evaluating bids, Owner will evaluate whether the bids meet all the bidding requirements and include all the information required on the Bid Form and any attachments. Owner will evaluate the qualifications of Bidders and may also consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities who Bidder has named. Owner may conduct any investigations that Owner thinks are necessary to determine the responsibility, qualifications, and ability of Bidders and any named subcontractors, suppliers, individuals, or entities to do the work. As specified in these Bidding Conditions, Bidder shall submit any information and data that Owner may ask for to conduct such investigations in a prompt and timely manner.

Owner has the right to reject any or all bids, including, but not limited to, nonconforming, nonresponsive, unbalanced, or conditioned bids and to waive any irregularities or informalities as it sees fit. Owner also has the right to reject the bid of any bidder who it finds, after reasonable inquiry and evaluation, to be not responsible. No bid will be accepted from any person, firm or corporation that owes money or is in breach of contract to the Owner and/or Engineer.



Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

Village of Riverwoods

Lake

☐ Check this box for lettings prior to 01/01/2026

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

Recurring Special Provisions

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Local Public Agency	County	Section Number
Village of Riverwoods	Lake	

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, 6 2026 Letting

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).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐ Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐ Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐ Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐ Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐ Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	April 1, 2026
	80475	6	☐ Bridge Deck Concrete Overlays	Jan. 1, 2026	
*	80241	7	☐ Bridge Demolition Debris	July 1, 2009	
*	50531	8	☐ Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9	☐ Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	10	☒ Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	Jan. 1, 2026
	80384	11	☒ Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	12	☐ Completion Date (via calendar days)	April 1, 2008	
*	80199	13	☐ Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	14	☐ Concrete Barrier	Jan. 1, 2025	
	80453	15	☐ Concrete Sealer	Nov. 1, 2023	
	80261	16	☒ Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
	80476	17	☐ Deck Slab Repair	Jan. 1, 2026	
*	80029	18	☐ Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2026
	80486	19	☐ Engineer's Field Office	Nov. 1, 2026	
	80467	20	☒ Erosion Control Blanket	Aug. 1, 2025	
	80229	21	☐ Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	22	☐ Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80433	23	☐ Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80471	24	☐ Guardrail	Nov. 1, 2025	
	80472	25	☐ High Friction Surface Treatment	Nov. 1, 2025	
	80456	26	☐ Hot-Mix Asphalt	Jan. 1, 2024	April 1, 2026
	80446	27	☐ Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	28	☐ Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80483	29	☒ Inlet Filters	April 1, 2026	
	80477	30	☐ Longitudinal Tining	Jan. 1, 2026	July 1, 2026
	80450	31	☐ Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	Aug. 1, 2025
	80478	32	☐ Modified Longitudinal Construction Joint	Jan. 1, 2026	
	80464	33	☐ Pavement Marking	April. 1, 2025	Nov. 1, 2025
	80468	34	☐ Pavement Patching	Aug. 1, 2025	
	80441	35	☐ Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	36	☐ Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	37	☐ Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80473	38	☐ Raised Reflective Pavement Markers	Nov. 1, 2025	
	80455	39	☐ Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2026
	80474	40	☐ Residential Driveway Temporary Signal	Nov. 1, 2025	
	80445	41	☒ Seeding	Nov. 1, 2022	July 1, 2026
	80457	42	☐ Short Term and Temporary Pavement Markings	April 1, 2024	Nov. 1, 2026
	80462	43	☐ Sign Panels and Appurtenances	Jan. 1, 2025	Jan. 1, 2026
	80479	44	☐ Sinusoidal Rumble Strips	Jan. 1, 2026	
	80469	45	☐ Slope Wall	Aug. 1, 2025	
	80448	46	☐ Source of Supply and Quality Requirements	Jan. 2, 2023	Jan. 1, 2026
	80340	47	☐ Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	48	☐ Steel Cost Adjustment	April 2, 2004	Nov. 1, 2025
	80480	49	☐ Structural Repair of Concrete	Jan. 1, 2026	
	80397	50	☐ Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	51	☒ Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019

	80463	52	☐	Submission of Bidders List Information	Jan. 2, 2025	Mar. 2, 2025
	80482	53	☐	Submission of Payroll Records – Federal Aid Contract	April 1, 2026	
	80437	54	☐	Submission of Payroll Records – State Contract	April 1, 2021	April 1, 2026
	80435	55	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	56	☒	Surveying Services	April 1, 2025	
	80481	57	☐	Temporary Concrete Barrier	Jan. 1, 2026	
	80466	58	☐	Temporary Rumble Strips	April 1, 2025	
	80484	59	☐	Tolerance in Thickness for Continuously Reinforced PCC Pavement	July 1, 2026	
	80470	60	☐	Traffic Signal Backplate	Aug. 1, 2025	
*	20338	61	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	62	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	63	☒	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2026
	80458	64	☐	Waterproofing Membrane System	Aug. 1, 2024	
	80302	65	☐	Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	66	☐	Wood Sign Support	Nov. 1, 2023	
	80427	67	☒	Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2026
	80485	68	☐	Work Zone Width Restriction	July 1, 2026	
*	80071	69	☐	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 2026 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80477	Grading and Shaping Ditches	Articles 214.03 & 214.04	Jan. 1, 2023	

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

Effective: January 1, 2025

Revised: January 1, 2026

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

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

Revise Article 302.02 of the Standard Specifications to read:

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

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

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

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

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

“(c) Cement 1001”

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

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

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

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

Revise Article 352.02 of the Standard Specifications to read:

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

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

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

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

Revise Article 404.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

Revise Article 583.01 of the Standard Specifications to read:

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

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

“(a) Cement 1001”

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

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

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

“(h) Fibers (Note 1) 1014”

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

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

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

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

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

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

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

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

Revise Article 1002.02 of the Standard Specifications to read:

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

OPTION 1.

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

(1) Acidity -- 0.1 Normal NaOH 2 ml max.*

(2) Alkalinity -- 0.1 Normal HCl..... 10 ml max.*

*To neutralize 200 ml sample.

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

(1) Organic (ITP T 26)..... 0.02% max.

(2) Inorganic (ITP T 26)..... 0.30% max.

(3) Sulfate (SO₄) (ASTM D 516-82) 0.05% max.

(4) Chloride (ASTM D 512) 0.06% max.

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

(1) Unsoundness (ASTM C 151).

(2) Initial and Final Set Time (ASTM C 266).

(3) Strength (ASTM C 109).

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

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

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

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

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

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.90 percent or greater.”

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

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater.”

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

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

Add the following Section to the Standard Specifications.

“SECTION 1014. FIBERS FOR CONCRETE

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

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

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

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

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

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

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

Add the following Section to the Standard Specifications:

"SECTION 1015. HIGH PERFORMANCE SHOTCRETE

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

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

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

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

Revise Section 1017 of the Standard Specifications to read:

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

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

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

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

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

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

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

Revise Article 1018.01 of the Standard Specifications to read:

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

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

Revise Article 1019.02 of the Standard Specifications to read:

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

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

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

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

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

Revise Article 1019.05 of the Standard Specifications to read:

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

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained
Mix 2	
Cement	125 lb (74 kg)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revise Article 1021.01 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

Revise Article 1021.03 of the Standard Specifications to read:

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

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

Revise Article 1021.05 of the Standard Specifications to read:

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

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

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

Revise Article 1021.06 of the Standard Specifications to read:

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

Revise Article 1021.07 of the Standard Specifications to read:

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

- (a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO

M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

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

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

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

Add Article 1021.08 of the Standard Specifications as follows:

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

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

Add Article 1021.09 of the Standard Specifications as follows:

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

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

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

Revise Article 1024.01 of the Standard Specifications to read:

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

Materials for the grout shall be according to the following.

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

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

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

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

Revise Article 1029.02 of the Standard Specifications to read:

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

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

(g) Foaming Agent (Note 1)

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

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

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

Revise Article 1103.04 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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



Illinois Department of Transportation

Memorandum

To: Regional Engineers
From: Jack A. Elston 
Subject: Special Provision for Construction Air Quality – Diesel Retrofit
Date: September 27, 2024

This special provision was developed by the Bureau of Design and Environment and the Bureau of Construction to reduce construction air emissions from older diesel equipment. It has been revised to update the weblink for the EPA verified technologies list and to eliminate the effective dates for retrofitting as they have all passed.

This special provision should be inserted in all projects within the following counties, townships and precinct; Cook, DuPage, Kane, Lake, McHenry, Will, Jersey, Madison, Monroe, St. Clair, Aux Sable and Goose Lake Township in Grundy County, Oswego Township in Kendall County, and Baldwin Precinct in Randolph County.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the January 17, 2025 and subsequent lettings. The Project Coordination and Implementation Section will include a copy in the contract.

80261m

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

EROSION CONTROL BLANKET (BDE)

Effective: August 1, 2025

Revise Article 251.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

Revise Article 251.07 of the Standard Specifications to read:

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

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

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

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

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

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

Revise Article 1081.10 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

The TRM shall meet the following physical and performance properties:

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

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

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

INLET FILTERS

Effective: April 1, 2026

Revise the first paragraph of Article 1081.15(h) of the Standard Specifications to read:

“(h) Inlet Filters. An inlet filter shall consist of a steel frame with a two piece geotextile fabric bag or a single reinforced geotextile fabric bag attached with a stainless steel band and locking cap that is suspended from the frame. A clean, used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the inlet filter assembly shall be according to the following.”

Revise Article 1081.15(h)(3) of the Standard Specifications to read:

“(3) Geotextile Fabric Bag. The sediment bag shall have a minimum silt and debris capacity of 2.0 cu ft (0.06 cu m). The sediment bag shall also meet one of the following options.

a. OPTION 1. Two piece geotextile fabric bag.

The inner filter bag shall be constructed of a polypropylene geotextile fabric according to the following.

Inner Filter Bag		
Material Property	Test Method	Minimum Average Roll Value
Grab Tensile Strength	ASTM D 4632	100 lb (45 kg)
Grab Tensile Elongation	ASTM D 4632	50%
Puncture Strength	ASTM D 4833/ ASTM D 6241	65 lb (29 kg)
Trapezoidal Tear	ASTM D 4533	45 lb (20 kg)
UV Resistance	ASTM D 4355	70% at 500 hours
Apparent Opening Size	ASTM D 4751	No. 70 (212 µm) sieve
Permittivity	ASTM D 4491	2.0/sec
Water Flow Rate	ASTM D 4491	145 gpm/sq ft (5900 Lpm/sq m)

The outer reinforcement bag shall be constructed of a polyester mesh material according to the following.

Outer Reinforcement Bag		
Material Property	Test Method	Value
Content	ASTM D 629	Polyester
Weight	ASTM D 3776	4.55 oz/sq yd (155 g/sq m) $\pm$ 15%
Apparent Opening Size	ASTM D 4751	No. 30 (600 μ m) sieve
Water Flow Rate	ASTM D 4491	225 gpm/sq ft (9150 Lpm/sq m)
Burst	ASTM D 3786/ ASTM D 3787	120 psi (830 kPa) min.
Thickness	ASTM D 1777	0.040 $\pm$ 0.0050 in. (1.0 $\pm$ 0.1 mm)

b. OPTION 2. Reinforced geotextile fabric bag.

The filter bag shall be constructed of a polypropylene geotextile fabric reinforced with continuous filament fiberglass according to the following.

Reinforced Filter Bag		
Material Property	Test Method	Value or Minimum Average Roll Value
Weight	ASTM D 3776	5.00 oz/sq yd (170 g/sq m) $\pm$ 15%
Grab Tensile Strength	ASTM D 4632	200 lb (90 kg)
Grab Tensile Elongation	ASTM D 4632	50%
Puncture Strength	ASTM D 4833/ ASTM D 6241	95 lb (42 kg)
Trapezoidal Tear	ASTM D 4533	70 lb (31 kg)
Burst Strength	ASTM D 3786/ ASTM D 3787	325 psi (2240 kPa)
UV Resistance	ASTM D 4355	70% at 500 hours
Apparent Opening Size	ASTM D 4751	No. 70 (212 μ m) sieve
Permittivity	ASTM D 4491	2.0/sec
Water Flow Rate	ASTM D 4491	145 gpm/sq ft (5900 Lpm/sq m)

- (4) Certification. The manufacturer shall furnish a certification with each shipment of inlet filters, stating the amount of product furnished and that the material complies with these requirements.”

SEEDING (BDE)

Effective: November 1, 2022

Revised: July 1, 2026

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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

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

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

Notes:

- 1/ In Districts 1 through 6, the planting times shall be April 15 to June 15 and September 15 to November 1. In Districts 7 through 9, the planting times shall be April 1 to June 1 and October 15 to December 1. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. The guarantee shall be submitted to the Engineer in writing prior to performing the work. Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Planting times shall be April 15 to June 15 and October 1 to December 1. Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO_3 to break dormancy and dyed to indicate such.

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SURVEYING SERVICES (BDE)

Effective: April 1, 2025

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

Delete Section 668 of the Standard Specifications.

80465

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2026

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

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

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2026

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise Article 701.03(p) of the Standard Specifications to read:

“(p) Detectable Pedestrian Channelizing Barricades 1106.02(m)”

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

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

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

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

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

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

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

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

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

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

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

Revise the first paragraph of Section 1106.02(a) of the Standard Specifications to read:

- “(a) Lights. Lights shall meet the requirements of Chapter 13 of the “Equipment and Materials Standards of the Institute of Transportation Engineers,” 1998, Institute of Transportation Engineers, and shall be visible on a clear night from a distance of 3000 ft (900 m). Lights are classified as follows.”

Revise Articles 1106.02(g), 1106.02(k), 1106.02(l), and 1106.02(m) of the Standard Specifications to read:

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

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

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

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

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

Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.

- (m) Detectable Pedestrian Channelizing Barricades. The top panel or handrail shall be continuous and there should be at least a 2 in. (50 mm) gap between the hand trailing edge and its support. When visible to vehicular traffic, the top rail shall have alternating white and orange retroreflective stripes sloping at 45 degrees. The bottom panel shall be continuous and have alternating white and orange retroreflective stripes sloping at 45 degrees. Barricade stripes shall be 6 in. (150 mm) in width. The predominant color for other barricade components shall be white, orange, or silver.”

80427



Local Public Agency	County	Section Number
Village of Riverwoods	Lake	

The following Special Provision 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 of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Federal Life Site - Phase 1 Improvements
Village of Riverwoods

CONTRACT DOCUMENTS

Supplemental General Conditions

The following General Conditions & Special Provision 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 of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated here in which apply to and govern the construction of the Project and the current edition of the "Standard Specifications for Water Main and Sewer Construction in Illinois". The Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

Scope of Work

The provisions of Article 104.02 of the Standard Specifications are hereby amended as follows: **"The Village of Riverwoods (Village) expressly reserves the right to remove from or add to the project any portions thereof included in the Federal Life Site – Phase 1 Improvements. Such reductions or additions, if any, shall be made in writing by the Village prior to execution of the Contract Documents. Any reduction in the scope of work required by the Village prior to the execution of the Contract Documents shall not result in an adjustment to the contract or to the price originally bid."**

Clean Construction and Demolition Debris (CCDD) Material Disposal

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Owner for each load hauled off-site showing the quantity of material and the location where the material was disposed.

Disposal of clean material not in compliance with these requirements will constitute a breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements which includes but is not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material testing and disposal shall be included in the appropriate unit bid prices for the work.

Public Utility Location Notice

The Contractor is to contact the authorized public utility locator, per state law, to request the location of all utilities within limits of the proposed construction. The Contractor will be required to fully cooperate with all utility companies, their locating service contractor(s), and municipal agencies involved in connection with the locating, removal, temporary relocation, reconstruction or abandonment of utilities by these agencies.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility companies to locate, remove, relocate, reconstruct, or abandon their utilities.

Completion Date

The Contractor shall commence the work to be performed under this contract, not later than ten (10) days following the execution of the contract, unless otherwise provided in the contract. The work shall be performed in such a manner and with such a supply of materials, equipment and labor as considered necessary to ensure its completion according to the time specified in the contract and in accordance with Section 108 of the Standard Specifications. The Contractor shall substantially complete all work in the contract by **Wednesday, December 23, 2026**, excluding permanent landscape restoration, as defined in Article 108.04 of the Standard Specifications.

When the weather is conducive, an additional two weeks in Spring 2027 will be permitted to complete permanent landscape restoration.

Following final completion in the Spring, the Contractor shall provide the Owners Representative with written notice in accordance with Article 105.13 of the Standard Specifications. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

In case of failure to complete the work on time by the interim completion date, final completion date, working days, and/or the deficient punch list items, the provisions of Article 108.09 of the Standard Specifications shall apply. Landscape restoration planting times shall follow Article 250.07 of the Standard Specifications or as modified by BDE Special Provision 80445.

The estimated Village Board award date for this project is Monday, October 19, 2026, with an anticipated commencement date of **Monday, October 26, 2026**. It is the Village's intent to fast-track the upfront paperwork of this project to substantially complete the work this year and before the severe winter weather. The Village may request execution of contracts, bonds, and certificates of insurance, and hold a preconstruction meeting prior to the Village Board award.

Construction Layout

The Contractor shall furnish and place construction layout stakes and perform layout work necessary to construct the work to the lines and grades shown on the plans in accordance with IDOT's Special Provision for Construction Layout Stakes Check Sheet #9. The Owner will not provide control of supplementary benchmarks; the Contractor shall use what is provided on the approved Engineering plans.

The Owner shall provide the Contractor with an electronic file of the CAD drawings for use as a base. These files are provided to the Contractor as a convenience, and strictly for this project only. Due to the nature of digital files, the Owner cannot guarantee the accuracy of these files, and shall not be liable for any errors, omissions, or delays that arise from their use. Should the Contractor discover any differences or conflicts between the plans and the information contained in the digital files provided, the Contractor shall notify the Owner immediately.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to perform work as specified herein.

Construction Sequencing

The Contractor shall notify the Engineer at least 72 hours in advance of beginning work. Construction operations shall be conducted in such a manner that all adjacent streets and properties will remain open to all traffic. At no time shall residents or business owners be kept out of their driveway over a weekend or holiday as defined in Article 107.09 of the Standard Specifications.

Work shall be scheduled so that it is continuous. The Contractor and approved Subcontractor(s) shall, at all times, employ and provide sufficient labor, tools, equipment, multiple mobilizations, and other incidental items for prosecuting the work to full completion in the manner and time required by the contract.

Construction Work Periods

Construction operations shall be completed in accordance with Article 107.09 of the Standard Specifications. All work shall be confined to the period beginning at 7:00 AM and ending at 7:00 PM on weekdays and 8:30 AM to 5:00 PM on Saturdays. Work on Saturdays shall receive written approval by the Owner; all requests to work on a Saturday shall be submitted by 4:00 PM,

the Wednesday prior to the date requested. No work shall be done on Sundays or on legal holiday periods as defined in Article 107.09 of the Standard Specifications.

Any work outside the allowed time periods in accordance with the Owners regulations, including but not limited to, material deliveries, mobilization of equipment, warming up machinery, or truck staging, may be subject to a penalty per occurrence at the discretion of the Owner.

Definition of Terms

Whenever in this contract the following terms or pronouns in place of them are used, the intent of the meaning shall be interpreted as follows. These terms are in addition to or replace those indicated in Section 101 of the latest edition of the Standard Specifications for Road & Bridge Construction in Illinois.

Completion Date

The date the Contractor has completed all work and final acceptance is approved by the Owner or Engineer. The Completion Date shall be no sooner than 30 calendar days from the date of Substantial Completion. The completion date shall be the date in which all warranties go into effect.

Final Acceptance

Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Whenever the improvement provided by the contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the Owner or Engineer.

Notice to Proceed

The document provided by the Owner or Engineer to the Contractor in which the official commencement date is stated for the work.

Owners Representative

When assigned by the project owner, this is the authorized representative, either internal or external to the project owners' organization, that executes duties entrusted to that person by the project owner.

Substantial Completion.

At the sole judgement of the Engineer, whenever the improvement provided for by the contract has been sufficiently completed, so that the Owner can occupy or utilize the work to its fullest extent. Substantial completion is not final acceptance. The Contractor shall provide written notice to the Engineer requesting inspection of the substantially completed project.

Dust Control

The Contractor shall be required to control dust or air-borne dirt resulting from construction operations throughout the duration of the project. Dust shall be controlled by the uniform application of sprinkled water from a water truck or chemical dust suppressants to exposed surfaces. Individual fire hydrant use shall not be permitted to control dust at specific locations. The Contractor shall provide dust control operations daily or as directed by the Engineer.

A street sweeper shall be utilized to clean pavement within or adjacent to the project limits a minimum of once a week, and more frequently at the direction of the Engineer.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to control dust as specified herein.

Existing Hardscape

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with

the bid documents with limits specified in the Maintenance Letter of Credit general condition. The Engineer and Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

Tree Protection and Preservation

This work shall consist of pruning existing trees, shrubs, or bushes in accordance with Section 201 of the Standard Specifications, except as modified herein.

Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the Contractor shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

All branches and foliage pruned or trimmed shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the Contractor's neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

Protection of Mailboxes

In accordance with Article 107.20 of the Standard Specifications, the Contractor shall take all necessary precautions when working near mailboxes within or adjacent to the project limits. If at the Contractor's discretion, existing mailboxes will interfere with construction operations, a temporary mailbox shall be furnished and located per the United States Postal Service requirements and the permanent mailbox reinstalled following construction operations. At no time shall a resident be without a mailbox or not receive mail due to a mailbox being removed, replaced, or damaged. The Contractor shall replace, at no additional cost to the Owner, any mailbox or post which has been damaged by the Contractor's operations due to neglect, misconduct, or poor workmanship. The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately but shall be considered as included in the unit prices bid and no additional compensation will be allowed.

The Contractor must maintain access for both residents and mail carriers to all mailboxes throughout the project duration. No additional compensation will be allowed to the Contractor for any expense incurred by complying with these requirements.

Use of the Work Site

The Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Village. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Village, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of the Village in connection with any prohibited political activity. For purposes of this section,

the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

Insurance Requirements

Prior to the commencement of the work, the Contractor shall submit a certificate of insurance to the Project Engineer, evidencing the request of this Section 8.0. Additionally, all insurance required of the Contractor, with the sole exception of worker's compensation insurance, shall name the Village and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants as additional insureds thereon the "Additional Insureds".

8.1.1 During the term of the Contract, the Contractor and each sub-contractor shall at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to Owner with at least the minimum stated. All Insurance coverage shall be purchased and maintained in a company or companies licensed to do business in the State of Illinois, with an AM Best's rating of not less than A- X

8.1.2 Worker's Compensation:

In the amount required by law Contractor and each Subcontractor waives and will require its worker's compensation insurer to waive their rights of subrogation against the Additional Insureds.

8.1.3 Employer's Liability:

At least \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by owner.

8.1.4 Commercial General Liability Insurance (occurrence form as least as broad as ISO CG 00 01 04 13)

a. Products/Completed operations to be maintained for at least five (5) years, and continuing to provide coverage for all the Additional Insureds under ISO endorsement form CG 2026 Additional Insured-Designated Person or Organization, latest edition, or an equivalent or successor document acceptable to the Village (continuing coverage to be maintained by annual renewal of Contractor's CGL coverage with coverage as broad as provided during ongoing operations).

b. Premises/Operations, including explosion, collapse and underground (XCU) hazards.

c. Contractor and each Subcontractor waive and will require its general liability insurer to waive their rights of subrogation against the Additional Insureds using CG 2404, 2019 edition.

No "Labor Law" or other gravity related injuries exclusions or limitations and policies with action over exclusions or injury to employees or Subcontractors are allowed.

Policy shall not contain any limitation or exclusion for resulting or consequential property damage. Defense costs shall be outside the limits unless approved by Owner. Such coverage shall not contain a professional liability exclusion broader than ISO form CG 2279 0413 or as otherwise approved by Owner. Such policy shall include a full severability of interests for insureds (i.e., no cross-liability or insured v. insured exclusion) unless approved by Owner.

Limits of liability:

\$1,000,000 per occurrence for bodily injury and property damage

\$2,000,000 general aggregate which shall be specifically endorsed to provide that the general aggregate applies separately to this Project

\$1,000,000 per occurrence for personal and advertising injury

\$2,000,000 products/completed operations aggregate

8.1.5 Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers.

Limits of liability:

\$1,000,000 combined single limit per each accident for bodily injury and property damage

The Additional Insureds will be included as additional insureds on the Contractor's and Subcontractor's commercial automobile liability insurance policy and the coverage afforded the Additional Insureds under this policy will state that it is primary and non-contributing to coverage maintained by the Additional Insureds.

Contractor and Subcontractors waive and will require its commercial automobile insurer to waive their rights of subrogation against the Additional Insureds.

8.1.6 Umbrella Liability Insurance

Limits of Liability:

\$5,000,000 (Five Million Dollars) Each occurrence and in the aggregate, excess of the underlying policies.

The Excess/Umbrella Liability Policy shall be excess to the commercial general liability, employer's liability, and automobile liability coverage, as applicable, comply with the additional insured, primary and noncontributory and waiver of subrogation requirements herein, and shall be written as follow form or alternatively with a form that provides coverage at least as broad as each of the underlying primary policies. The umbrella or excess liability policy shall be specifically endorsed to provide primary and non-contributory coverage with respect to any insurance or self-insurance maintained by the Owner or any Additional Insured and no wording for Horizontal Exhaustion shall apply.

8.2 Other Insurance:

8.2.1 Include coverage for direct operations, sublet work, and contractual liability.

8.2.2 Thirty Day Notice Requirements: All policies shall be endorsed to require that insurers give 30 days' prior written notice to the Certificate Holders prior to cancellation. The required Notice of Cancellation Endorsement must accompany the Certificate of Insurance.

8.2.3 Endorsement Requirements: The Certificate of Insurance must state that additional insured status is afforded to all Additional Insureds with respect to General Liability, Business Auto, and Excess/ Umbrella Liability. The required Additional Insured Endorsements shall accompany the Certificate of Insurance. All required endorsement forms must NOT have the wording "for whom you are performing operations" or "with whom you have a written contract" (i.e., no privity of contract restrictions) as that will exclude required coverage elements from all but one of the Additional Insureds. Privity of contract language is strictly prohibited in any additional insured, primary and non-contributory and waiver of subrogation forms.

8.2.4 Liability insurance may be arranged by combining Commercial General Liability and Automobile Liability policies for the full limits required; or by a combination of underlying Commercial Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

8.2.5 Contractor shall require sub-contractors not protected under his insurance to take out and maintain worker's compensation insurance and insurance of the same kind in amounts specified above and naming the additional insureds required above. Contractor shall submit evidence of coverage of insurance required.

8.2.6 Contractor shall carry sufficient insurance on his equipment at site of Work and on route to and from site to fully protect him. Contractor shall require same coverage of his sub-contractors. It is expressly understood and agreed that Owner shall have no responsibility therefore. All insurance of the Contractor shall be primary and non-contributory. Additionally, Contractor waives any rights of subrogation it or any of its insurers may have against any of the additional insureds.

8.2.7 The Contractor waives all rights against the Owner, its individual Board members, agents, employees and consultants, as well as the Architect and its officers, agents and employees for any loss or damage to the extent such loss or damage is covered by insurance. The Contractor shall require all subcontractors and all sub-subcontractors, by appropriate agreement, to contain such similar waivers in favor of the parties enumerated herein.

8.2.8 All insurance required of the Contractor and all Subcontractors shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage by primary, contributing or excess. If the additional insureds have other insurance which is applicable to the loss, it shall be deemed to be on an excess or contingent basis. It is the intent of the Parties that the insurance of all other additional insureds be fully and completely exhausted before the Owner's policy becomes applicable to the loss.

8.2.9 Indemnity Against Claims:

A. Indemnity: Contractor shall defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants, (each such person or organization is herein referred to as an "Indemnified Party") harmless from and against any and all injuries, claims, demands, payments, suits, actions, recoveries, liabilities, judgments, damages, losses and expenses of every nature or description, including reasonable attorney's fees, opinion witness fees and costs of suit or defense (collectively, "Claims" and individually, a "Claim"), arising out of, resulting from or alleged to arise out of or result from (i) the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the contractor or its affiliates, officers, employees, agents, contractors or subcontractors in the execution, performance and guarding of the work or (ii) by reason of goods, merchandise or supplies or materials supplied or used by any of them, regardless of whether such acts or omissions are authorized, allowed or prohibited by other applicable law, rule or regulation authorizing or regulating the work, (iii) the Village's review and approval of any plans, (iv) the issuance of any approval, permit, certificate, or acceptance of the work by the Village.

Whenever the Village and any Indemnified Party are scheduled or covered as additional insureds in any policy of insurance, then notwithstanding terms of any policy limits or applicable additional insured endorsement, any policy limits of Contractor's (or a Subcontractor's) insurance policies, although they may exceed the minimum stated limits required by this Contract, shall be the limit of insurance applied to the additional insured parties under such policies. Further, the defense and indemnity obligations and liabilities of Contractor under this Contract will survive the expiration or termination of this Contract. If any injury (including death), loss or damage (or claim or claims therefore) occurs or is alleged to have occurred, the Contractor must give immediate notice thereof to the Village Director of community Services.

B. Defense Of Claim: If any Claim is asserted against an Indemnified Party, the Indemnified Party (or the Village on his or her behalf) shall promptly tender defense of the Claim to the contractor. If, within twenty (20) days after the date on which Claim is tendered to the contractor, the contractor shall give notice to the Village and the Indemnified Party acknowledging without qualification the contractor's indemnification obligations pursuant to these insurance requirements, then the contractor shall have the duty, at its sole expense, in good faith and upon the advice of counsel, to contest, defend, litigate and settle the Claim either before or after the commencement of litigation, at such time and upon such terms as it deems fair and reasonable, provided, that at least ten (10) days prior to any settlement, it gives written notice to the Village and the Indemnified Party of its intention to settle. The contractor shall pay all costs it incurs in connection with the defense of the Claim and shall not be entitled to require that any action be brought against any other party before the Indemnified Party tenders defense of the Claim. Notwithstanding the foregoing provisions, the Indemnified Party (or Village on behalf of the Indemnified Party) shall have the right to participate in the defense of such Claim, and, in such event, the parties shall cooperate in the defense of such Claim.

C. Forfeiture Of Right To Defend Claim: If the contractor fails either to acknowledge its indemnification obligations hereunder or diligently to contest the Claim, once such Claim has been tendered by the Village or Indemnified Party, then the contractor shall forfeit its right to contest, defend, litigate and settle the Claim. In such event, the Indemnified Party shall have the right, without prejudice to any right of indemnification hereunder, in its discretion exercised in good faith and upon the advice of counsel, to defend against and settle any such Claim, either before or after the commencement of litigation and upon such terms as the Indemnified Party deems fair and reasonable, provided that at least ten (10) days prior to any such settlement it gives written notice to the contractor

of its intention to settle. The Village and Indemnified Party shall be reimbursed by the contractor for the attorneys' fees, expert fees, the reasonable value of any services rendered by any employee of the Village and other expenses of defending the Claim which are incurred by them from time to time, forthwith following presentation to the contractor of itemized bills for said attorneys' fees and other expenses. No failure of the Contractor to acknowledge its indemnification obligations hereunder shall relieve the contractor of such obligations to the extent they exist.

Accidents

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Village by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

No Assignment

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Village or authorized representative.

Delays

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

Compliance With Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

- A. **NO DISCRIMINATION** – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.
- B. **FREEDOM OF INFORMATION** - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("**FOIA**") request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of FOIA or the Contractor's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense

shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

- C. **Illinois Workers on Public Works Act** - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.
- D. **NOT A BLOCKED PERSON** - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.
- E. **Substance Abuse Prevention on Public Works Act** - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

No Waiver of Rights

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

Termination of the Contract

Voluntary Termination. Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term with or without cause, at any time upon thirty (30) calendar days prior written notice to the Contractor.

Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

Controlling Law and Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

Miscellaneous

- A. **AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. **NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. **SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. **NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. **BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. **ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.

- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

Payment Procedure

The Contractor shall submit an application for payment on a monthly basis, noting units completed to-date, and unit amounts remaining. The invoices shall be addressed to the following and be submitted in a format (i.e. hard copy or electronic) as determined by the Owners Representative:

Village of Riverwoods
c/o Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Attn: Carissa Smith, PE
CSmith@gha-engineers.com

Waivers

The Contractor shall attach to each application for payment the current waivers of lien for work performed and materials and equipment supplied during the period covered by the request.

Retainage

The Contractor will be paid according to 49 CFR part 26 and 605 ILCS 5/5-409 of Illinois Compiled Statutes, unless outlined otherwise by the Owner or Owners Representative at the Pre-construction meeting for the project. The Owner may retain any such other sums up to ten (10) percent and as are provided for in this contract.

Certified Payroll Submittal

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Owner pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website [Illinois Department of Labor](http://www.idol.state.il.us). A copy of the submission receipt issued by IDOL shall be forwarded to the Owners Representative.

Permits & Licenses

Include the following in addition to Section 107.04 of the Standard Specifications.

Permits related to design approval have been secured. Construction permits include all local, county, state, and federal permits required, necessary to execute the work. No work shall be performed until all applicable permit application requirements are fulfilled and permit approval has been obtained.

The following permits shall be applicable to this Contract:

- Illinois Environmental Protection Agency – National Pollutant Discharge Elimination System (NPDES)
- Lake County Stormwater Management Commission – Watershed Development
- Lake County Division of Transportation

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in the work unless specified elsewhere herein.

Pre-Construction Meeting

Prior to commencing any construction operations, a pre-construction meeting shall take place. The Owner or Engineer will set the time and date of the meeting following contract award.

The following shall be submitted by the Contractor for review at the pre-construction meeting:

- A Progress Schedule in accordance with Article 108.02.
- The 24-hour emergency phone number and contact information of the assigned Contractor's superintendent, or otherwise.
- The name and 24-hour emergency phone number of the person in the direct employ of the Contractor who is responsible for administering Traffic Control and Protection on the Contract.
- A list of subcontractors with contact information, including but not limited to name, phone number, and email address, and include quantity and type of work to be sublet for each respective subcontractor in accordance with Article 108.01 of the Standard Specifications.
- A list of proposed sources of material.
- Hot-mix asphalt and concrete mix designs, and respective quality control plans.
- Any applicable shop drawing submittals.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays resulting from the failure to comply with this condition

Final Site Walk Through

The final site walk through inspection will be conducted for general completeness of the work and the acceptability of overall final conditions in conformance with Article 105.13 of the Standard Specifications.

It is the intent that the final inspection be performed as soon as possible after the work has reached Substantial Completion. The final site walk through must be requested, in writing, by the Contractor to the Owner Representative with sufficient time to correct any deficiencies before the contract time expires. The Owner's Representative will complete an inspection and provide a list of deficient items within ten (10) calendar days of receiving notification.

Prior to requesting final inspection, the Contractor shall confirm that all structures have been cleaned of debris, inlet baskets are cleaned and empty, and all HMA materials are removed from lids for access. At the Owners discretion the Contractor may be requested to provide a construction laborer to assist with accessing structures.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to perform the work as specified herein.

Warranty & Guarantee

Except as otherwise specified, the Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from date of Final Acceptance.

Upon written request by the Owner, the Contractor shall promptly, without cost to the Owner, either correct such defective work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective work. All labor and material will be furnished by the Contractor and must be efficient and skilled in the work. All work must pass inspection by the Engineer and be guaranteed for a further one (1) year period from time replacement work is completed and accepted.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to perform work as specified herein.

As-Builts

This work shall consist of supplying surveyed as-builts of the installed underground utility improvements and the basin facility up to the overflow elevation.

The as-builts shall have red marks and installed elevations wherever on the engineering drawings a proposed grade, structure, invert or any other proposed item is shown. All elevations shall be recorded on the NAVD 88 datum, consistent with the plans. The as-builts shall be submitted to the Village in red marked PDF file on the issued for construction drawings, incorporating all construction revisions through the project lifecycle.

As-builts with insufficient recorded information will be rejected. As-builts must be turned in with the Contractors' notice of substantial completion. Failure to submit as-builts with the notice of completion will begin to trigger liquidated damages after the project completion date or when working days have been exhausted. This work shall not be paid for separately but shall be considered included in the cost of the Contract.

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Special Provisions

1. Storm Sewers, Temporary

This work shall include all labor, material, and equipment necessary to furnish, install, abandon or remove, temporary storm sewer, of the size specified, in accordance with Section 208 and 550 of the Standard Specifications, the Standard Specifications for Water and Sewer Construction and as specified herein.

All storm sewer labeled temporary shall be exclusively high density polyethylene (HDPE), of the diameter specified, conforming to AASHTO M 294 and joined per AASHTO M 294.

The trench shall be backfilled, where applicable, with IDOT certified course aggregate material meeting the gradation of CA-6 in accordance with Section 1004 of the Standard Specifications. The backfill material shall be compacted to 95% modified proctor density as required by ASTM D1557. In all other areas, suitable excavated material may be used and compacted to 90% modified proctor density per ASTM D1557.

The temporary 18" diameter storm sewer from CB D2 shall remain. The temporary 24" diameter storm sewer can either be removed in its entirety or abandoned in place following the completion of the storm outfall connection and the access road box culvert. The remaining holes in CB T1 and OCS A1 shall be brick and mortared on the exterior and interior of the structures. If the temporary storm sewer is abandoned in place, the two pipe ends shall be excavated, exposed, and plugged in accordance with Section 605 of the Standard Specifications. Pipe ends shall be plugged with a minimum of two (2) feet long brick and mortar plugs to prevent infiltration into the abandoned pipe. After the concrete or mortar has set, the excavation shall be backfilled with aggregate material specified herein.

This work will be measured in place and paid for at the contract unit price per foot (FT) for STORM SEWERS, of the class, type, and diameter specified, (TEMPORARY), which shall include all labor, material, and equipment required to complete the work as specified herein.

2. Fire Hydrants to be Removed

This work shall include all labor, material, and equipment necessary to remove and dispose of existing fire hydrant assemblies at locations shown on the Engineering plans and as specified herein.

Fire hydrants shall be removed completely, including, but not limited to, the entire barrel section including the seat, the existing auxiliary valve, and valve box.

The fire hydrant lead shall also be removed in its entirety to the right-of-way line. The open excavation shall be backfilled, where applicable, with IDOT certified course aggregate material meeting the gradation of CA-6 in accordance with Section 1004 of the Standard Specifications. The backfill material shall be compacted to 95% modified proctor density as required by ASTM D1557. In all other areas, suitable excavated material may be used and compacted to 90% modified proctor density per ASTM D1557.

All materials not suitable for salvage shall be disposed of 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 each (EA) for FIRE HYDRANTS TO BE REMOVED, which shall include all labor, material, and equipment required to complete the work as specified herein.

3. Remove Telephone Line

This work shall include all labor, material, and equipment necessary to remove and dispose of old telephone cables at locations shown on the Engineering plans in accordance with Section 895 of the Standard Specifications and as specified herein.

The telephone cables shall be removed completed, and all materials not suitable for salvage shall be disposed of 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 foot (FT) for REMOVE TELEPHONE LINE, which shall include all labor, material, and equipment required to complete the work as specified herein.

4. Perennial Plants, Wetland Emergent

This work shall include all labor, material, and equipment necessary to furnish, place, and maintain native seed in accordance with Sections 211, 250, and 251 of the Standard Specifications and as specified herein.

This work shall include the furnishing and placement of native seeds, of the type and ratio outlined in the Engineering plans, and the furnishing and placement of fertilizer.

Final acceptance of the restoration shall depend on ninety (90) percent growth of the area where native seed was placed. The cost for producing full growth in the native seeded areas shall be considered included in the cost of this item, and no additional compensation shall be requested.

The Contractor shall furnish the Village one bag of each native seed type following the final placement of each respective seed.

Upon placement of native seeding, 75 percent of the pay item will be paid. Upon final acceptance of the native seeding as outlined above, the remaining 25 percent of the pay item will be paid.

This work will be measured in place and paid for at the contract unit price per acre (AC) for PERENNIAL PLANTS, WETLAND EMERGENT, which shall include all labor, material, and equipment required to complete the work as specified herein.

5. Remove Abandoned Gas Main

This work shall include all labor, material, and equipment necessary to remove and dispose of abandoned gas mains at locations shown on the Engineering plans in accordance with Section 551 of the Standard Specifications and as specified herein.

The open excavation shall be backfilled, where applicable, with IDOT certified course aggregate material meeting the gradation of CA-6 in accordance with Section 1004 of the Standard Specifications. The backfill material shall be compacted to 95% modified proctor density as required by ASTM D1557. In all other areas, suitable excavated material may be used and compacted to 90% modified proctor density per ASTM D1557.

Materials resulting from the removal of abandoned gas mains 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 foot (FT) for REMOVE ABANDONED GAS MAIN, of the diameter specified, which price shall include all labor, material, and equipment required to complete the work as specified herein.

6. Washout Basin

This work shall include all labor, material, and equipment necessary to furnish, maintain, and remove temporary concrete washout facilities per the applicable detail and as specified herein.

A concrete washout facility shall be built or a prefabricated facility furnished prior to any on-site concrete pours. The washout facility shall be located on level ground a minimum of fifty (50) feet from storm drain inlets and all open drainage facilities.

Temporary concrete washout facilities shall be supplied in sufficient quantity and size to manage all liquid and solid wastes generated by washout operations.

The wood frame shall be constructed with adequately sized rough wood lumber, and properly staked into the ground to prevent the walls from falling over. The temporary washout facility shall be lined with 10-mil plastic lining. An adequately sized sign noting the location of the temporary facility shall be installed.

The temporary washout facility shall be inspected for damage and adequately maintained. When 75% of the facility is filled, the material shall be removed and disposed of off-site according to Article 202.03 of the Standard Specifications. When temporary concrete washout facilities are no longer required for the work, the facilities shall be removed.

This work will be measured in place and paid for at the contract unit price per each (EA) for WASHOUT BASIN, which shall include all labor, material, and equipment required to complete the work as specified herein.

7. Temporary Bulkhead

This work shall include all labor, material, and equipment necessary to install a temporary bulkhead at locations shown on the Engineering plans in accordance with Section 605 of the Standard Specifications and as specified herein.

The pipe end shall be excavated, exposed, and plugged plugged with a minimum of two (2) feet long brick and mortar plugs to prevent infiltration into the abandoned pipe. After the concrete or mortar has set, the excavation shall be backfilled with aggregate material specified herein.

This work will be measured in place and paid for at the contract unit price per each (EA) for TEMPORARY BULKHEAD, which shall include all labor, material, and equipment required to complete the work as specified herein.

8. Sanitary Sewer Removal

This work shall include all labor, material, and equipment necessary to remove existing sanitary sewer at locations shown on the Engineering plans in accordance with Article 551 of the Standard Specifications and as specified herein.

Sanitary sewer pipe shall be removed completely and not crushed in place; material not suitable for salvage shall be disposed according to Article 202.03. Excavation of trenches shall be performed according to the applicable requirements of Article 550.04. Backfill of trenches shall be performed according to the applicable requirements of Article 208.03. All measurements shall be the internal diameter of the sewer pipe.

This work will be measured in place and paid for at the contract unit price per foot (FT) for SANITARY SEWER REMOVAL, of the size specified, which shall include all labor, material, and equipment required to complete the work as specified herein.

9. Water Main Removal

This work shall include all labor, material, and equipment necessary to remove existing water main at locations shown on the Engineering plans in accordance with Article 551 of the Standard Specifications and as specified herein.

Water main pipe shall be removed completely and not crushed in place; material not suitable for salvage shall be disposed according to Article 202.03. Excavation of trenches shall be performed according to the applicable requirements of Article 550.04. Backfill of trenches shall be performed according to the applicable requirements of Article 208.03. All measurements shall be the internal diameter of the pipe.

This work will be measured in place and paid for at the contract unit price per foot (FT) for WATER MAIN REMOVAL, of the size specified, which shall include all labor, material, and equipment required to complete the work as specified herein.

10. Cut and Cap Water Main

This work shall include all labor, material, and equipment necessary to excavate, expose, cut and cap existing water main pipe in a neat and workmanlike manner at locations shown on the Engineering plans or at the direction of the Engineer and as specified herein.

The cap shall be ductile iron, 250 psi pressure rated, cement lined, mega-lug, mechanical plug or cap meeting the requirements of ANSI A-21.10 at the right-of-way line. The cap shall be blocked to prevent blow-off following the water main being reactivated.

This work will be measured in place and paid for at the contract unit price per each (EA) for CUT & CAP EXISTING, of the size specified, WATER MAIN, which shall include all labor, material, and equipment required to complete the work as specified herein.

11. Control Structures

This work shall include all labor, material, and equipment necessary to furnish and install an outlet control structure, of the size specified, at locations shown on the Engineering plans in accordance with Section 602 of the Standard Specifications, per the applicable detail, and as specified herein.

The control structure shall be precast reinforced concrete sections of the internal size specified. A cast iron flap gate shall be mounted and installed in accordance with manufacturer specifications. A five (5) inch diameter orifice hole shall be cored into the flap gate at the proposed elevation.

The frame and lid shall be a Neenah R-1743 or approved equal.

This work will be measured in place and paid for at the contract unit price per each (EA) for CONTROL STRUCTURES NO., number of structure, (SPECIAL), which price shall include all labor, material, and equipment required to complete the work as specified herein.

12. Temporary Fence Removal

This item shall include all labor, material, and equipment necessary to remove and dispose of temporary fence at locations shown on the Engineering plans and as specified herein.

Temporary fence shall be removed completely and all materials resulting from the removal of temporary fences 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 foot (FT) for TEMPORARY FENCE REMOVAL, which shall include all labor, material, transportation, and equipment required to complete the work as specified herein.

13. Gravel Removal

This work shall include all labor, material, and equipment necessary to remove and dispose of gravel at locations shown on the Engineering plans in accordance with Section 440 of the Standard Specifications and as specified herein.

Existing gravel shall be removed in its entirety or to a depth of six (6) inches below proposed finish grade.

Materials resulting from the removal of existing gravel 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 square yard (SY) for GRAVEL REMOVAL, which shall include all labor, material, and equipment required to complete the work as specified herein.

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Street Name/Road Name

Type of Funds

☐ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number

- THIS AGREEMENT, made and concluded the _____ day of _____ between the _____
of _____, known as the party of the first part, and _____,
Local Public Agency Contractor
its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____
in _____, approved by the Illinois Department of Transportation on _____, are essential
Local Public Agency Date
documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:

The _____ of _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Local Public Agency	County	Street Name/Road Name	Section Number

Bond information to be returned to Local Public Agency at _____
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Local Public Agency Type

Clerk