BID DOCUMENTS and PROJECT SPECIFICATIONS for CITY OF O'FALLON, ILLINOIS O'FALLON COMMUNITY PARK REGIONAL TRAIL IMPROVEMENTS

Bids Due: December 6, 2023, 8:30 a.m.

Plans and Specifications Prepared by: Millennia Professional Services (618) 624-8610

Millennia Professional Services Project No. ME22034.02

PROPOSAL SUBMITTED BY:				
CONTRACTOR'S NAME				
STREET ADDRESS				
CITY STATE ZIP				

Return with Bid

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CITY CLERK NOTICE TO BIDDERS

The City of O'Fallon, St. Clair County, Illinois, will receive sealed bids for the construction of **O'Fallon Community Park - Regional Trail Improvements** until <u>8:30 a.m. on December 6, 2023</u> at the office of the City Clerk in City Hall, 255 South Lincoln, O'Fallon, Illinois 62269. All bids will be publicly opened and read aloud at 8:30 a.m. on December 6, 2023. The sealed bids must be delivered to the City Clerk, during regular business hours, prior to the stated bid opening day and time. Please ensure all bids are sealed in an envelope and labeled with the name of your company, bid name, date and time.

No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project. All Bidders shall be prequalified with the Illinois Department of Transportation for the classification of work involved in this project. A Certificate of Eligibility issued by the Department of Transportation of the State of Illinois shall be presented upon request prior to bidding or award of the contract as determined by the City. All work shall be performed in accordance with the Standard Specifications for Road and Bridge Construction issued by the Illinois Department of Transportation, as well as the Standard Specifications for Water and Sewer Construction in Illinois, edition in effect at the time of the bid.

No bid will be accepted nor opened which has been received from any bidder who is not a bid document holder of record with the official bid document issuing entity identified in the Notice to Bidders.

Each Bidder must deposit with his bid, security in the amount of not less than five percent (5%) of the Bidder's total bid price, such security being an acceptable bid bond, certified check, or cashier's check. The successful Bidder will be required to furnish a satisfactory Performance Bond in the full amount of bid.

No Bidder may withdraw his bid for a period of thirty (30) days after the actual date of the opening thereof. The City of O'Fallon, Illinois, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

PROJECT: O'Fallon Community Park - Regional Trail Improvements

O'Fallon, Illinois

BID DUE DATE: Wednesday - December 6, 2023 TIME BIDS DUE: 8:30 a.m.

LOCATION: O'Fallon City Hall, Clerk's Office

255 South Lincoln O'Fallon, IL 62269

OBTAINING

DOCUMENTS: Bidders may obtain bidding documents from the City of O'Fallon website,

City Clerk, Bid Notices / Request for Proposals:

https://www.ofallon.org/bids

Questions about the project may be directed to City Parks and Recreation:

City of O'Fallon Parks and Recreation Katy Cavins Community Center

(618) 624-0139

pgipson@ofallon.org

PROPOSAL

O'FALLON COMMUNITY PARK REGIONAL TRAIL IMPROVEMENTS

O'FALLON, ILLINOIS

To: The Mayor and City Council City of O'Fallon, Illinois

The undersigned, having familiarized (himself) (itself) (themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice to Bidders, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, Form of Bonds, etc., and with the plans and addenda on file in the Office of the City Clerk of the City of O'Fallon, Illinois, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the construction of O'Fallon Community Park - Regional Trail Improvements for the City of O'Fallon, Illinois, all in accordance with the Plans and Specifications, including:

ADDENDA NUMBER	DATE	
	-	

issued thereto and acknowledged herein, for the lump sum prices given in the following SCHEDULE OF QUANTITIES AND BID UNIT PRICES:

Schedule of Quantities and Bid Unit Prices

Bid	IDOT	Bid	0 111	11. 2	Unit	Total
#	Pay Item	Item TREE REMOVAL (OVER 15 UNITS	Quantity	Unit	<u>Price</u>	Item Price
1	20100110	DIAMETER)	9	UNIT		
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	36	UNIT		
3	20200100	EARTH EXCAVATION	997	CU YD		
4	20800150	TRENCH BACKFILL	24	CU YD		
5	25000115	SEEDING (CLASS 1B)	1.0	ACRE		
6	25100115	MULCH, METHOD 2	1.0	ACRE		
7	25100630	EROSION CONTROL BLANKET	285	SQ YD		
8	28000250	EROSION CONTROL AND PROTECTION (SPECIAL)	1	L SUM		
9	35100300	AGGREGATE BASE COURSE, TYPE A 4"	337	SQ YD		
10	35100500	AGGREGATE BASE COURSE, TYPE A 6"	4990	SQ YD		
11	35100700	AGGREGATE BASE COURSE, TYPE A 8"	415	SQ YD		
12	40200100	AGGREGATE FOR TEMPORARY ACCESS	100	TON		
13	40600275	BITUMINOUS MATERIALS (PRIME COAT)	934	POUND		
14	40600290	BITUMINOUS MATERIALS (TACK COAT)	11846	POUND		
15	40603080	HMA BINDER COURSE, IL-19.0, N50	60	TON		
16	42001300	HMA SURFACE COURSE, IL-9.5, MIX "C', N50	578	TON		
17	42000100	PORTLAND CEMENT CONC. PAVEMENT 6"	140	SQ YD		
18	42400100	PORTLAND CEMENT CONC. SIDEWALK 4"	3040	SQ FT		
19	44000100	PAVEMENT REMOVAL	636	SQ YD		

<u>DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS</u> 00 41 00 – Proposal **Return with Bid**

20	44000500	COMBINATION CURB AND GUTTER REMOVAL	248	FOOT	
21	44000600	SIDEWALK REMOVAL	10048	FOOT	
22	44213200	SAW CUTS	476	FOOT	
23	54213657	PRECAST REINFORCED CONC. FLARED END SECTIONS 12"	4	EACH	
24	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	348	FOOT	
25	550B0040	STORM SEWERS, CLASS B, TYPE 1 10"	303	FOOT	
26	55100500	STORM SEWER REMOVAL 12"	179	FOOT	
27	60235700	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	7	EACH	
28	60240220	INLETS, TYPE B, TYPE 3 F&G	7	EACH	
29	60500060	REMOVING INLETS	1	EACH	
30	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	134	FOOT	
31	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	247	FOOT	
32	67100100	MOBILIZATION	1	L SUM	
33	72000100	SIGN PANEL – TYPE 1	28	SQ FT	
34	72000200	SIGN PANEL – TYPE 2	37	SQ FT	
35	72400100	REMOVE SIGN PANEL ASSEMBLY – TYPE A	2	EACH	
36	72900100	METAL POST – TYPE A	117	FOOT	
37	78001110	PAINT PAVEMENT MARKING - LINE 4"	1481	FOOT	
38	78001130	PAINT PAVEMENT MARKING - LINE 6"	163	FOOT	
39	78001150	PAINT PAVEMENT MARKING - LINE 12"	35	FOOT	

<u>DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS</u> 00 41 00 – Proposal **Return with Bid**

40	78001180	PAINT PAVEMENT MARKING - LINE 24"	45	FOOT		
41	X0323389	STORM SEWER CONNECTION	6	EACH		
42	X0350805	FOLD DOWN BOLLARDS	6	EACH		
43	X2010400	STUMP REMOVAL ONLY	258	UNIT		
44	X6028300	INLETS TO BE REMOVED, SPECIAL	2	EACH		
45	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM		
	TOTAL COST – REGIONAL TRAIL IMPROVEMENTS					
	Dollars, \$					
		(Written Amount)				
C	PTION FO	R BITUMINOUS MATERIALS CO	ST ADJUS	STMENTS		
			, , , , , , , , , , , , , , , , , , , ,	, <u> </u>		
m	The bidder shall complete this section for his/her bid. Failure to complete this section shall make this contract exempt of bituminous materials cost adjustments. After award, this section, when completed, shall become part of the contract.					
Contractor's option:						
Is your company opting to include this special provision as part of the contract?						
Yes No						

00 41 00 – Proposal

Return with Bid

PROPOSAL

If awarded this contract, the undersigned agrees to commence work within fifteen (15) days after award of the contract, and to complete the work by June 1, 2024. The entrance to Blazier Field at Park View Drive has an early completion date of March 1, 2024.

Contractor shall be aware that public utilities (i.e., telephone, gas, power) may need to be relocated by others. Utility relocation by others may affect the start date of the period of performance. The project completion will remain June 1, 2023. No additional compensation for starting later than the Notice to Proceed start date will be allowed. The period of performance will not be adjusted for any other reason other than utility relocation by others.

Accompanying this proposal is a (certification)	ed check), (cashier's check), (bid bond), in the amount of
	dollars (\$),
which represents 5% of the entire bid, payable forfeited to the City, if the undersigned fails to except the control of the co	e to the City of O'Fallon, Illinois, which it is agreed will be ecute the contract.
	BIDDER-COMPANY NAME
	BIBBER GOIMI / WY TW WIL
	BUSINESS ADDRESS
	CITY/STATE/ZIP
	SIGNED BY:
	TITLE DATE

PROPOSAL

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the CITY OF O'FALLON whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any person, in any way or manner, for any of the proceeds of the contract sought by this bid.

BIDDER – COMPANY NAME	BY:		
BIDDER - COMPANY NAME			
ADDRESS	TITLE	С	DATE
CITY / STATE / ZIP			
Subscribed and sworn to before me this	······································	day of	, 20
My commission expires:			
		NOTARY PUBLIC	

<u>NOTE:</u> Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

PROPOSAL

BID BOND

WE ,, a
PRINCIPAL, and
as SURETY with authority to do business in Illinois, are held and firmly bound unto the CITY
OF O'FALLON, Illinois, in the penal sum of Five Percent (5%) of the total bid price lawful
money of the United States. We bind ourselves jointly and severally, and our joint and several
heirs, executors, administrators, successors and assigns, firmly by these presents, This
day of, 20, to pay to the CITY OF O'FALLON
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 CITY OF O'FALLON for the construction of the:

O'Fallon Community Park - Regional Trail Improvements

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the CITY OF O'FALLON for the aforementioned improvement, and the PRINCIPAL shall within ten (10) days after receipt of the notice of 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 required by the project specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the CITY OF O'FALLON determines that the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the CITY OF O'FALLON 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.

$\frac{ \hbox{DIVISION 00-BIDDING AND CONTRACT REQUIREMENTS}}{00\ 41\ 00-Proposal}$

Return with Bid

IN TESTIMONY WHERE	OF , the said PR	RINCIPAL and the said SURI	ETY have caused this
instrument to be signed by their respective officers this			day of
	, 20		
(SEAL) PRINCIPAL			
		PRINCIPAL - COMPANY NA	ME
		ADDRESS	
		CITY / STATE / ZIP	
ATTEST:		BY:	
TITLE	DATE	TITLE	DATE
(SEAL) SURETY			
		SURETY – COMPANY NAM	E
		BY:	
		ATTORNEY-IN-FACT	
Subscribed and sworn to be	fore me this	day	of, 20
My commission expires:			
wy commission expires.		NOTAR	Y PUBLIC

CONTRACT

INSTRUCTIONS FOR EXECUTING CONTRACTS

If the Contract is signed by the secretary of the corporation, the following certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary, or assistant secretary, under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

if the Contractor is a corporation, the follow	ving definitione should be executed.
I,	, certify that I am the Secretary
of the Corporation,	, and that
	who signed the foregoing Contract on behalf of
the Contractor, was then	of said
Corporation; that said Contract was du	ly signed for and in-behalf of said Corporation by
authority of its governing body, and is with	in the scope of its corporate powers.

CONTRACT

O'FALLON COMMUNITY PARK - REGIONAL TRAIL IMPROVEMENTS

O'FALLON, ILLINOIS

THIS CONTRACT, made the	day of	, 20, by and
between	, he	ereinafter called the
"Contractor", and the City of O'Fallon herei	nafter called the "0	Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, bonds, and insurance required for O'Fallon Community Park - Regional Trail Improvements all in strict accordance with the Contract Documents, including any and all addenda, prepared by the City of O'Fallon, in these Contract Documents referred to, as Owner, which Plans and Specifications, and other Contract Documents, are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and the other Documents constituting a part hereof.

THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the work complete in place, the accepted price submitted by the Contractor pursuant to the "Notice to Bidders," the Owner having accepted the Contractor's proposal as the lowest and best bid. The accepted price shall be set out on the proposal sheets bound in this Specification Document, which proposal sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

TIME OF COMPLETION: The Contractor agrees to commence the work to be performed under this Contract within fifteen (15) days after execution of the Contractual Documents, or upon receipt of a substantial portion of materials, and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail ready for continuous and successful operation within the time limit stated in the proposal (The Contractor agrees to a period of performance completion by June 1, 2024, with portion of early completion March 1, 2024).

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this Contract forfeited and to relet the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been relet shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all the costs, charges and expenses attending such reletting, and also such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- 1) Notice to Bidders.
- 3) Construction Drawings.
- 4) The Contractor's Proposal.
- 5) This Contract.
- 6) Performance Bond.
- 7) The Substance Abuse Prevention on Public Works Act, Public Act 95-0635
- 8) Instructions for the Illinois Department of Labor's Certified Transcript of Payroll Form
- 9) Technical Specifications.

CONTRACT PROVISION: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees; or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the Owner (the City of O'Fallon and their agents and employees) and the Engineer (Millennia Professional Services, or its duly authorized representatives), harmless against all suits and actions of every name and description brought against said Owner or Engineer for, or on account of any such injuries to real or personal property, or injuries received, or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Owner.

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project. On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the City of O'Fallon finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and has been accepted by him under the terms and conditions thereof. Before issuance of final certificate the Contractor shall submit to the Owner satisfactory evidence and affidavits that all payrolls, material bills, subcontractors and other indebtedness have been paid.

The City of O'Fallon, upon issuance of the final certificate that the work provided for in this Contract has been completed under the terms and conditions thereof and if the City is satisfied that all work has been completed in a satisfactory manner and according to the terms and conditions of the Contract, will deliver to the Contractor final payment according to the final estimates furnished by the City of O'Fallon, said final payment to be made payable thirty (30) days from the date of final acceptance of the work by the Owner.

To each of the conditions and stipulations of this Contract, the undersigned each for himself, binds itself, its successors and assigns. IN WITNESS WHEREOF, the City of O'Fallon, and the Contractor have hereunto respective set their names the day and year first written above.

(SEAL)			BIDDER - COMPANY NAME	<u> </u>	
			ADDRESS		
			CITY / STATE / ZIP		
BY:			ATTEST:		
TITLE		DATE	TITLE		DATE
(SEAL)			CITY OF O'FALLON, IL 255 SOUTH LINCOLN A O'FALLON, ILLINOIS 6	AVENUE	
BY:			ATTEST:		
	MAYOR		C	CITY CLERK	
	DATE			DATE	

PERFORMANCE BOND

KNOW	ΥE	ALL	MEN	BY	THESE	PRESENTS:	That	we,	the	undersigned,
								,	as PR	INCIPAL, and
									, as	SURETY with
authority	to do	busine	ss in Illi	nois, a	are held fir	mly bound unto	the City	y of O'	Fallon	, Illinois, in the
penal su	m of_									
Dollars (\$			_) law	ful money	of the United St	ates for	the pa	aymen	of which, well
and truly	to be	e made	, we bir	d our	selves join	tly and severall	y, and o	our joi	nt and	several heirs,
executor	s, adr	ministra	itors an	d assi	gns, firmly	by these pres	ents, th	nis		
day of					_, 20					
THE CO	NDIT	ONS C	F THIS	OBL	IGATION	are such that, t	he abov	/e-nan	ned Pf	RINCIPAL did,
on the_						day of				, 20,

enter into a written Contract for <u>O'Fallon Community Park – Regional Trail Improvements</u> with the City of O'Fallon, Illinois, in accordance with the plans and specifications approved and adopted by said City of O'Fallon, which are made a part of this Bond. 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 performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted.

NOW THEREFORE, if the above names and bounden shall well and faithfully do and perform the work of said Contract in all respects according to the time, terms and conditions specified in said Contract and in accordance with all requirements of law, and shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN TESTIMONY WHE	REOF, we have	hereunto set our ha	ands and seals this	
day of		, 20	<u></u>	
SEAL) PRINCIPAL		PRINCIPAL - CO	MPANY NAME	
		ADDRESS		
		CITY / STATE / Z		
BY:		ATTEST:		
		_		
TITLE	DATE	TITLE		DATE
(SEAL) SURETY				
		SURETY - COM	PANY NAME	
		BY:		
		ATTORNEY-IN-F	ACT	
Subscribed and sworn to befo	re me this	day of		, 20
My commission expires:			NOTARY PUBLIC	
Ammanua di thia	day of		20	
Approved this	day or _		, 20	
CITY OF O'FALLON, ILLINC 255 SOUTH LINCOLN AVENU				
O'FALLON, ILLINOIS 62269		BY:	MAYOR	
			MAYOR	
			DATE	
		ATTEST:		
			CITY CLERK	
			DATE	

THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT, PUBLIC ACT 95-0635

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the act.

A.	The undersigned representative of the Contractor/Subcontracting entity has signed collective bargaining agree its employees. And that deal with the subject matter of	ements that are in effect for all of
	Contractor/Subcontractor	
	Name of Authorized Representative (type or print)	
	Title of Authorized Representative (type or print)	•
	Signature of Authorized Representative	Date
B.	The undersigned representative of the Contractor/Sub- contracting entity has in place for all of its employees r agreement that deals with the subject of the Act, the at program that meets or exceeds the requirements of Pu	not covered by a collective bargaining ttached substance abuse prevention
	Contractor/Subcontractor	
	Contractor/Subcontractor Name of Authorized Representative (type or print)	

CONTRACT SPECIAL PROVISIONS

The following Special Provisions supplement the *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2022 by the Department of Transportation of the State of Illinois (herein after referred to as *Standard Specifications*); the Supplemental Specifications and Recurring Special Provisions adopted therewith; 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 the invitation for bids, which apply to and govern the proposed improvement designated as **O'Fallon Community Park - Regional Trail Improvements**, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. All references to IDOT & Engineering in the "Standard Specifications for Road and Bridge Construction" shall be replaced by the City of O'Fallon and City Engineer.

- **1. DESCRIPTION OF WORK:** The project will occur at O'Fallon Community Park and construct HMA and PCC trails, as well as have grading and minor drainage improvements.
- 2. PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project.

On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.

- **3. EXAMINATION OF SITE:** All Bidders shall visit the project site, prior to the bid letting date, to determine such details of construction necessary to fully complete the project.
- 4. GUARANTEE: The Contractor shall guarantee all work furnished in the construction of the project to be free from defect resulting from faulty material or workmanship for a period of one year from the date of final acceptance and final payment of the project.
- 5. SAFETY AND PROTECTION: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - All employees on the Work and other persons and organizations who may be affected thereby;
 - ♦ All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulation of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage. injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City of O'Fallon or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of The Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the City of O'Fallon has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the City of O'Fallon.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instructions or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt, written notice if Contractor believes any significant changes in the work or variations from been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order will be issued to document the consequences of the changes or variations.

- **6. PERMITTING:** Prior to beginning the work, the Contractor must obtain all necessary trade permits from the City of O'Fallon and all other agencies, if necessary.
- 7. INDEMNIFICATION: To the fullest extent permitted by laws and regulations the Contractor shall indemnify and hold harmless the City of O'Fallon and their agents and employees and the Engineer (Millennia Professional Services, or its duly authorized representatives.) from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the City of O'Fallon's architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party.

In any and all claims against the City of O'Fallon or any of their consultants, agents, employees, or the Engineer (Millennia Professional Services, or its duly authorized representatives) by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the City of O'Fallon or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

The Contractor will be required to obtain protective liability insurance that includes the terms of these indemnity provisions and name the City of O'Fallon and the Engineer (Millennia Professional Services) as additional insureds.

- 8. PROJECT COORDINATION & ADMINISTRATION: A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the City. All work will be scheduled through the City Project Engineer / Manager. Contractor must present a preliminary work schedule at the pre-construction meeting. Weekly progress meetings shall be held either on site or at the Engineering Department of City Hall.
- 9. TERMS: All invoice submitted for payment shall be paid Net 30.

To further assure timely completion of the work, restoration, and clean-up of the project site, 10% of the payment due to the Contractor shall be retained until the project is successfully completed and all punch list items are adequately addressed.

10. COMPLETION TIME / MOBILIZATION: The CONTRACTOR shall commence work within 15 days after award of the contract, and shall substantially complete the project by June 1, 2024. A partial early completion date of March 1, 2024 is required for the entrance to Blazier Field at Park View Drive.

Substantially Complete shall be defined as completing all storm sewers, curb and gutter, and pavement items for initial review by the ENGINEER. Completion of the contract in its entirety will be defined as completing all items listed as deficient by the ENGINEER during initial review.

Mobilization required for the project shall include the early completion date.

11. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES: The location of underground facilities, structures and utilities has been determined from surface observations and available surveys and records and must be considered approximate. There may be others, the existence of which is not presently shown or known. It is the Contractor's

responsibility to determine the existence and location of all underground facilities, structures and utilities and to protect them from damage during construction and disconnection.

The CONTRACTOR's attention is called to the utility facilities within the right-of-way limits of construction. Unless otherwise provided, the individual utility companies will perform any adjustments required as a result of direct conflicts with proposed facilities. The plans may not show the locations of all utility facilities or the manner in which the adjustment will be made. In the event the Contractor desires more detailed information of the location of facilities and the working schedules for adjusting the same, it is suggested that the information be obtained from the utility company involved.

It is understood and agreed that the Contractor has taken the foregoing into consideration in submitting his bid, and no additional compensation will be allowed for any delays or inconvenience caused by utility relocation or protection. The Contractor shall be responsible for "calling for" and "coordinating with" the utility location services.

- 12. PROTECTION OF EXISTING FACILITIES: The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, curbs, gutters, sidewalks, landscaping, lawns and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.
- **13. DISPOSAL OF MATERIALS:** All materials for disposal shall be removed from the site and properly disposed of at locations provided by the Contractor. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed.
- 14. HYDRANT METER: The Contractor shall obtain a hydrant meter from the City Engineering office should the Contractor intend on using water from a fire hydrant within the City of O'Fallon water system. The meter and usage of water will be at no cost to the Contractor such that all usage is related to the aforementioned project. If the Contractor is found obtaining water from a hydrant without use of a City issued hydrant meter, a \$1,000 penalty will be deducted from the Contractor's payment for each violation of this policy.
- 15. EARTHWORK: The topsoil shall be stripped and stockpiled to keep separated from the excavated clay. This stockpile will then be used as the final backfill to re-establish the topsoil. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed. All costs for obtaining materials from an off-site borrow area, a site for dumping waste materials, the hauling of materials to and from these areas, and erosion control shall be the contractor's responsibility. Contractor shall coordinate with City of O'Fallon Parks & Recreation placing excess suitable earthwork within O'Fallon Community Park. If material is unsuitable, Contractor shall dispose of excess cut material with cost included in Earthwork price, with no additional cost for furnished excavation.

16. SEEDING, FERTILIZER, MULCH: This work shall be completed in accordance with Section 250 and 251 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified. Upon completion of the work, the Contractor shall clean up and remove all debris and excess materials from the site. All earth surfaces disturbed by the work shall be finish graded sufficient for seedbed preparation, seeding, fertilizing and mulching.

Seeding mixture, fertilizer and application rates shall be as specified for Seeding Class 1B. Mulch shall be Mulch Method 2 using Procedure 2 to anchor or stabilize the mulch. All erosion, or other areas where seeding under this contract has failed, shall be repaired such that a healthy, viable stand of grass is attained.

The fertilizer nutrients work will not be paid for separately, but shall be considered as included in the unit bid prices herein and no additional compensation will be allowed.

17. EROSION CONTROL AND PROTECTION (SPECIAL): This work shall be completed in accordance with Section 250 and 251 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified.

Inlet Protection, Ditch Check, and Silt Fence shall be included in lump sum price for EROSION CONTROL AND PROTECTION (SPECIAL).

18. PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH: This work shall be completed in accordance with Section 420 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified.

Welded wire fabric designated in the plans shall be included in unit price for PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH.

19. PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH: This work shall be completed in accordance with Section 424 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified.

Welded wire fabric designated in the plans shall be included in unit price for PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH.

20. STORM SEWER CONNECTION: The work shall be performed as detailed on the plans and according to Section 602 of the Standard Specifications.

The Contractor shall core drill hole into existing storm sewer structure, as necessary for new storm sewer connections, and for removal and replacement of existing pipe. The Contractor shall bear all costs and make all arrangements to repair or replace existing structure or pipes if damaged as a result of construction, which is not scheduled for removal or replacement as part of this project. The protrusion of the proposed storm sewer in the structure shall not exceed one-inch. After the storm sewer is installed, the connection shall be made watertight by mortaring with a non-shrink grout. The downstream pipes in structures shall be screened to prevent entry of mortar or other debris from entering the system. Any mortar or other

debris that has entered the existing structure or storm sewer as a result of the work shall be removed.

Connection to the existing storm sewer or inlets shall be paid as a STORM SEWER CONNECTION. All work required under this Special Provision shall be included in the contract unit price for each STORM SEWER CONNECTION.

21. FOLD DOWN BOLLARDS: This work shall consist of furnishing all labor, materials and equipment necessary to install FOLD DOWN BOLLARDS, including steel pipe, concrete pier, reinforcement, anchor system, locking pin, and finish.

Product shall be TrafficGuard Direct Hinged Round Post Bollard (HRP), or equivalent that conforms to the following specifications:

- ◆ Unfolded Height: 36" / Folded Down Height: 4"
- ♦ Outside Diameter: 2-1/2"
- ◆ Concrete Pier: Minimum 18" (diameter) x 42" (deep)
- ♦ Finish: Bollard Safety Yellow / Locking Pin Stainless Steel
- www.trafficguard.net/security-bollards/collapsible-bollards/round-post/round-post-hrp

All work required under this Special Provision shall be included in the contract unit price for each FOLD DOWN BOLLARDS.

22. STUMP REMOVAL ONLY: This work shall consist of furnishing all labor, materials and equipment necessary to construct Inlets, Special and shall conform to Section 201 of the Standard Specifications for Road and Bridge Construction.

The Cit of O'Fallon previously commissioned tree and stump removal. The CONTRACTOR shall construct Regional Trail Improvements through locations of trees that were previously removed. Any remaining or partially remaining stumps shall be the responsibility of the Contractor to remove completely, as necessary to construct the Regional Trail at the locations and elevations described in the contract plans.

All work required under this Special Provision shall be included in the contract unit price per unit STUMP REMOVAL ONLY.

23. INLETS TO BE REMOVED, SPECIAL: This work shall consist of furnishing all labor, materials and equipment necessary to remove Inlets to be Removed, Special and shall conform to section 602 of the Standard Specifications for Road and Bridge Construction.

The CONTRACTOR shall remove all Inlets to be Removed, Special at the locations and elevations described in the contract plans.

All work required under this Special Provision shall be included in the contract unit price for each INLETS TO BE REMOVED, (SPECIAL).

24. TRAFFIC CONTROL AND PROTECTION, SPECIAL: The contractor shall protect both vehicular and pedestrian traffic from any and all excavations or other hazards arising out of the performance of this work. This includes protective fencing, barricades, signing and flagging as necessary. All barricades and signs shall be in compliance with the Manual of Uniform Traffic Control Devices and shall be erected and utilized in accordance with standard IDOT Policy.

The Contractor shall provide all necessary traffic control to protect vehicular and pedestrian traffic, private property, and construction workers and equipment throughout the duration of the project. Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways, Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein, and in the Contract Plans and the Standard Specifications for Traffic Control Items.

Exact locations of all warning signs and barricades shall be per the appropriate traffic control and protection and approved by the Engineer. For stabilization, all Type III Barricades shall require a minimum of four sandbags per barricade.

Special attention is called to Articles 107.09 and 107.14 of the *Standard Specifications for Road and Bridge Construction*, and the following (a) Highway Standards and (b) other Special Provisions relating to Traffic Control.

- a. Standards 701001-02, 701006-05, 701011-04, 701801-06, and 701901-08 are to be used in traffic control.
- b. Affected property owners on Parkview Drive, East 5th Street, South Hilgard Street shall be notified at least 72 hours prior to execution of work.
- c. No work shall occur in the U.S. Highway 50 pavement without a separate permit from the City of O'Fallon.

The Contractor shall be solely responsible for proper implementation of traffic control in the field. Traffic control and protection shall be implemented as necessary during regular working hours. Traffic control and protection shall also be sufficient for conditions after working hours throughout the duration of the project. The Contractor shall check and evaluate traffic control each day, including times beyond normal working hours, weekends and holidays and adjust his procedures as necessary to adequately protect pedestrians, vehicular traffic, private property, workers and equipment. Traffic control that has been disturbed shall immediately be restored by the Contractor.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

25. BITUMINOUS MATERIALS COST ADJUSTMENT: This special provision is based on the IDOT Bureau of Design and Environmental (BDE) special provision to allow the contractor to have the option of including this provision into the contract. The Contractor shall specify on the schedule of quantities page whether or not they elect to include this option.



Storm Water Pollution Prevention Plan



Route	Marked Route	Section Number
Regional Trail	O'Fallon Community Park	
Project Number	County	Contract Number
	St. Clair	
This plan has been prepared to comply with t ILR10 (Permit ILR10), issued by the Illinois E activities.		narge Elimination System (NPDES) Permit No. storm water discharges from construction site
	onnel properly gathered and evaluated the m, or those persons directly responsible for d belief, true, accurate and complete. I am a	aware that there are significant penalties for
Signature		Date
Print Name	Title	Agency
Andrew Dallner	Director of Parks & Recreation	City of O'Fallon
Range 7W, 3rd PM. The project begins and ends near the Drive and East 5th Street extending shillgard St and E 6th street and then Drive to the end of the project.	Fallon Community Park in St. Clair enortheast corner of the park just so southwest through the park to a poir south along Hilgard St, west along E	County in Section 29 in Township 2N, butheast of the intersection of Parkview at just southwest of the intersection of
Latitude: 38^35'27"N, Longitude: 89^	54°30.4°VV	
	ctivity which is the subject of this plan. Inclu , maintenance, removal of erosion measure	ude the number of construction stages, drainage s, and permanent stabilization:
Improvements include construction o surrounding roadways, and proposed	•	surfacing of access points from
Additional work to be performed under pavement, sidewalk, curb and gutter, subbase improvements, hot-mix asplantking, signing and landscape restor the project as shown on the plans and	and signage, earthwork, erosion con nalt and concrete roadway paving, so pration as well as all incidental and co	ontrol measures, drainage items,
C. Provide the estimated duration of this proje 6 months	ect:	

D. The total area of the construction site is estimated to be 21.36 acres.
The total area of the site estimated to be disturbed by excavation, grading or other activities is 2.47 acres.
E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:
Existing = 0.3, Proposed = 0.3
F. List all soils found within project boundaries; include map unit name, slope information, and erosivity: Based on USDA Natural Resources Conservation Service Web Soil Survey, project area includes Edwardsville- Orthents-urban land complex soil with 1 to 4 percent slopes.
G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:
No wetlands are delineated for this project.
H. Provide a description of potentially erosive areas associated with this project: Potential erosive areas are proposed to be stabilized with an erosion control blanket. For construction, areas routing water toward low points and inlets will be protected by ditch checks.
 The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):
This project will be completed in one stage.
J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to surface water including wetlands.
K. Identify who owns the drainage system (municipality or agency) this project will drain into:
City of O'Fallon
L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:
City of O'Fallon
M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters

that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

The receiving water is an Unnamed Tributary to Rock Spring Branch. Runoff is received by IDOT and City of O'Fallon storm sewer systems, which discharge to the Unnamed Tributary.

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

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

The project area is predominantly grass with some paved areas throughout in existing and proposed conditions. Emphasis was put on attempting to protect as many trees as possible throughout the project. No wetlands or Waters of the U.S. are present within the project limits.

to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.
N/A
303(d) Listed receiving waters for suspended solids, turbidity, or siltation. The name(s) of the listed water body, and identification of all pollutants causing impairment:
N/A
Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
N/A
Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
N/A
Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
N/A
Applicable Federal, Tribal, State, or Local Programs N/A
☐ Floodplain N/A
☐ Historic Preservation
N/A
Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
TMDL (fill out this section if checked above)
The name(s) of the listed water body:
N/A
Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
N/A
If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:
N/A
Threatened and Endangered Species/Illinois Natural Areas (INAI)/Nature Preserves
N/A
Other
N/A
☐ Wetland
N/A
P. The following pollutants of concern will be associated with this construction project: ☑ Antifreeze / Coolants ☑ Solid Waste Debris

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential

	⊠ Solvents
	Other (Specify)
	Other (Specify)
□ Paints	Other (Specify)
	Other (Specify)
Soil Sediment Soi	Other (Specify)
. Controls:	
This section of the plan addresses the controls that will be implement. C above and for all use areas, borrow sites, and waste sites. For eimplementation as indicated. The Contractor shall provide to the Reindicated. The Contractor, and subcontractors, will notify the Reside modifications to keep construction activities compliant with the Permon forms which are attached to, and are a part of, this plan:	sident Engineer a plan for the implementation of the measures ent Engineer of any proposed changes, maintenance, or
Erosion and Sediment Controls: At a minimum, controls must be	coordinated, installed and maintained to:
maximize storm water infiltration, unless infeasible; 4. Minimize soil compaction and, unless infeasible, pre	ect storm water to vegetated areas to increase sediment removal and eserve topsoil.
seeding, mulching, geotextiles, sodding, vegetative buffer strips, prappropriate measures. Except as provided below in II.B.1 and II.B. construction activities have temporarily or permanently ceased, but	nsure that existing vegetation is preserved where attainable and es may include but are not limited to: temporary seeding, permanent otection of trees, preservation of mature vegetation, and other 2, stabilization measures shall be initiated immediately where
 Where the initiation of stabilization measures is precluded by sr practicable. 	now cover, stabilization measures shall be initiated as soon as
On areas where construction activity has temporarily ceased an method can be used.	d will resume after fourteen (14) days, a temporary stabilization
The following stabilization practices will be used for this project:	
	Temporary Turf (Seeding, Class 7)
Geotextiles	∑ Temporary Mulching
□ Permanent Seeding	Vegetated Buffer Strips
	Other (Specify) Erosion Control Blanket ■
	Other (Specify)
Sodding	Other (Specify)
☐ Temporary Erosion Control Seeding	Other (Specify)
Describe how the stabilization practices listed above will be utilized du	uring construction:

II.

В.

- 1. Erosion Control Blanket / Mulching will be applied to proposed grassed areas immediately following the finished grading.
- 2. Permanent Seeding Classes 1B are proposed for application to all proposed grass areas.
- 3. Preservation of Mature Seeding (or vegetation) will be used throughout the project duration. The Contractor shall take whatever precautions are necessary to limit the amount of vegetation removed by construction operations, protect vegetation outside the limits of construction from damage, and remove only vegetation necessary for completion of the project.
- 4. Protection of Trees is proposed for all trees outside of clearing limits.

- Sodding is proposed to expedite stabilization.
- 6. Temporary Erosion Control Seeding will be used as a temporary erosion method when permanent seeding cannot be accomplished to minimize the amount of exposed erodible/bare surface areas.
- 7. Temporary Mulching will be used as a temporary erosion control method to prevent sheet erosion of areas that are to be altered during later construction phases.
- 8. Erosion Control Blanket, where necessary, will be applied immediately following the finished grading.

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

Stabilization practices listed above will maintain existing vegetation adjacent to the construction zone and minimize the duration that soils are exposed, minimizing the potential for erosion.

C. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act. Aggregate Ditch X Stabilized Construction Exits ☐ Concrete Revetment Mats Stabilized Trench Flow ☐ Dust Suppression Slope Mattress Dewatering Filtering Slope Walls Gabions Temporary Ditch Check In-Stream or Wetland Work Temporary Pipe Slope Drain Level Spreaders Temporary Sediment Basin Paved Ditch Temporary Stream Crossing ☐ Turf Reinforcement Mats Permanent Check Dams Perimeter Erosion Barrier **Eros Control Blanket** Other (Specify) Permanent Sediment Basin Other (Specify) Retaining Walls Other (Specify) Riprap Other (Specify) Rock Outlet Protection Other (Specify) Sediment Trap Other (Specify)

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

Storm Drain Inlet Protection

1. Perimeter Erosion Barrier will be used to prevent sediment loss by sheet flow. This item should be placed as shown on the plans. Silt fence should only be used as Perimeter Erosion Barrier in areas where the work area is higher than the perimeter. The use of silt fence at the top of the slope/elevations higher than the work area should always be avoided. If necessary, temporary fence should be utilized in these locations (where top of slope/elevation is higher than the work area) in lieu of silt fence.

Other (Specify)

- 2. Storm Drain Inlet Protection will control the loss of sediment from the project site, and is to be placed at all existing inlets within the construction limits and all new inlets constructed as well.
- 3. Stabilized Construction Exits will be placed at all points of construction ingress/egress where sediment can be deposited onto roadways via construction equipment/vehicles. Adjacent streets shall be swept regularly to remove sediment tracked onto the roadway from construction activities. All work associated with installation and maintenance of Stabilized Concrete Exits / Concrete Washouts are included in the contract.
- 4. Temporary Ditch Check will be used to reduce the velocity of water as concentrated flow to prevent erosion or scour of swales and ditches. These should be placed as shown on the plans.
- 5. Erosion Control Blanket will be placed as shown on the plans to stabilize steep slopes and prevent erosion of slopes.

Describe now the structural practices listed above will be utilized after construction activities have been completed:
Once all work is complete in an area and permanent turf has been established to the satisfaction of the
Engineer, all temporary erosion control measures shall be removed by the Contractor.
D. Treatment Chemicals
Will polymer flocculants or treatment chemicals be utilized on this project: Yes No
If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.
N/A

- E. **Permanent (i.e., Post-Construction) Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
- 1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

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

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

Description of permanent storm water management controls:

- 1. Permanent seeding / sodding will be used on all areas that have been hydraulically determined to have flow velocities and shear stress below levels that would cause erosion and scour.
- F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.
 - Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

N/A

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.
- 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization time-frame
 - Mass clearing and grubbing/roadside clearing dates
 - · Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized cons

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

III. Maintenance:

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

- 1. Temporary Erosion Control Seeding: Reapply seed if stabilization has not been achieved. Temporary mulch may be required on slopes where seeds have been washed into ditch bottoms. Rills greater than 4 inches deep will need to be restored on slopes steeper than 1V:4H to prevent concentrated flow patterns. Mowing may be required to promote proper seed/soil contact in areas where excessive weed development occurs. Supplementation of BMP will be required if weather conditions are not conducive for seed germination.
- 2. Mulch: Repair straw if blown/washed away and repair hydraulic mulch if washed away. A tackifier or erosion control blanket may be required if mulch fails to control erosion.
- 3. Perimeter Erosion Barrier: Repair any tears, gaps, undermining, or leaning barrier (including any missing or broken stakes). Remove sediment from barrier prior to or when accumulated sediment reaches 1/3 of the height of the barrier. Remove barrier once final stabilization has been successfully achieved.
- 4. Storm Drain Inlet Protection: Remove sediment from inlet filter baskets when 25% full or 50% of the fabric pores are covered with silt. Remove ponded water from road surfaces and clean filter if standing water is present 1 hours after rain event. Remove debris when observed and replace torn filters.
- 5. Stabilized Construction Exits: Replenish stone / replace exit if construction vehicles continue to deposit sediment onto the roadway and remove sediment from the roadway surface immediately. Check that any culverts are damage free.

6. Temporary Ditch Checks: Repair or replace ditch checks with tears, splits, unraveling, or compressed excelsior. Replace any torn fabric mat that may allow undermining. Remove sediment from ditch checks prior to or when accumulated sediment reaches 1/2 of the height of the ditch check and remove debris when observed. Ensure runoff is flowing over the center of the ditch check and extend any ditch checks where runoff is flowing around the ditch check. Remove all ditch checks once final stabilization has been successfully achieved.

7. Erosion Control Blanket: Repair damage due to water running beneath the blanket. Restore blanket when displacement occurs and reseed as needed. Replace all displaced blankets and restaple.

All maintenance is the responsibility of the Contractor. The Contractor shall check all Erosion and Sediment Control measures weekly and after each rainfall, 0.5-inches or greater in a 24-hour period, or equivalent snowfall. Additionally, during winter months, all measures should be checked by the Contractor after each significant snow melt. Information/guidance on these many other BMP's may be found in the IDOT Erosion and Sediment Control Field Guide for Construction Inspection and/or the IDOT Best Management Practices - Maintenance Guide located on the IDOT website at https://idot.illinois.gov/transportation-system/environment/erosion-and-sediment-control

IV. Inspections:

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

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

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

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

V. Failure to Comply:

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

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Contractor Certification Statement



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

Route	Marked Route	Section Number
Regional Trail	O'Fallon Community Park	
Project Number	County	Contract Number
	St. Clair	
This certification statement is a part of S Permit No. ILR10 issued by the Illinois Env	. ,	ove, in accordance with the General NPDES
I certify under penalty of law that I underst associated with industrial activity from the		10 that authorizes the storm water discharges this certification.
project; I have received copies of all appro	priate maintenance procedures; and	s stated in SWPPP for the above mentioned , I have provided all documentation required updates to these documents as necessary.
☐ Contractor☐ Sub-Contractor		
Signature	Date	
Print Name	Title	
Name of Firm	Phone	
Street Address	City	State Zip Code
Items which this Contractor/subcontractor will I	pe responsible for as required in Section	II.G. of SWPPP

Printed 11/20/23 BDE 2342A (07/19/19)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
City of O'Fallon	St. Clair	

□ Check this box for lettings prior to 01/01/2024.

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

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Local Public Agency	County	Section Number
City of O'Fallon	St. Clair	

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 January 19 and March 8, 2024 Lettings

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

Fil	e Name	#		Special Provision Title	Effective	Revised
	80099		П	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274		Ħ	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192		H	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
			H			
	80173		H	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426		님	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241		닏	Bridge Demolition Debris	July 1, 2009	
*	50531	7	\sqcup	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	_Ц	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	9		Cement, Type IL	Aug. 1, 2023	
	80384	10		Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11		Completion Date (via calendar days)	April 1, 2008	
*	80199	12		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13		Concrete Sealer	Nov. 1, 2023	
	80261	14	同	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	Ħ	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	,
*	80029	16	Ħ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	Ħ	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452		H	Full Lane Sealant Waterproofing System	Nov. 1, 2023	Aug. 1, 2017
	80447		H			
			H	Grading and Shaping Ditches	Jan. 1, 2023	lam 1 2022
	80433		H	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443			High Tension Cable Median Barrier Removal	April 1, 2022	
	80456		\boxtimes	Hot-Mix Asphalt	Jan. 1, 2024	4 0000
	80446		님	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438		닏	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045		닏	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450		Ц	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	Ш	Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	\boxtimes	Portland Cement Concrete	Aug. 1, 2023	
*	34261	29		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	30	X	Removal and Disposal of Regulated Substances	Jan. 1, 2024	
	80445	31		Seeding	Nov. 1, 2022	
	80448	32		Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	33		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	34	П	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397		同	Subcontractor and DBE Payment Reporting	April 2, 2018	,
	80391		$\overline{\times}$	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437			Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435		Ħ	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410		H	Traffic Spotters	Jan. 1, 2019	0dii. 1, 2020
*	20338		Ħ	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429		H	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439		H			
			님	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80302		H	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	44	片	Wood Sign Support	Nov. 1, 2023	
а.	80427		\boxtimes	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	46	Ш	Working Days	Jan. 1, 2002	

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

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

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

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

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

SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's

general liability insurance policy in accordance with Article 107.27:

City of O'Fallon

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

State of Illinois Department of Transportation Bureau of Local Roads and Streets SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.