99

January 17, 2025 Letting

Notice to Bidders, Specifications and Proposal



Contract No. 62X54 MCHENRY County Section 2024-1016-DM Route FAP 326 District 1 Construction Funds

> Prepared by S Checked by (Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 17, 2025 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 62X54 MCHENRY County Section 2024-1016-DM Route FAP 326 District 1 Construction Funds

The scope of work consists of demolition of (2) single family residences (1-two story wood frame with attached garage) and demolition of (2) two commercial properties (1-one story concrete building, 1-story concrete block and wood frame) including site cleanup and any incidental and collateral work necessary to complete the improvements as shown in the plans. The project is in the plans The project is plane to plane the plane to plane to

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

By Order of the Illinois Department of Transportation

Omer Osman, Secretary

INDEX

FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction

(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

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

RECURRING SPECIAL PROVISIONS

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

	יע פט	EET #	
	n on	Additional State Requirements for Federal-Aid Construction Contracts	<u>PAGE NO.</u> 79
2		Subletting of Contracts (Federal-Aid Contracts)	
2	х	EEO	
4	x	Specific EEO Responsibilities Nonfederal-Aid Contracts	
5	X	Required Provisions - State Contracts	
6		Asbestos Bearing Pad Removal	
7		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	
8		Temporary Stream Crossings and In-Stream Work Pads	
9		Construction Layout Stakes	
10		Use of Geotextile Fabric for Railroad Crossing	
11		Subsealing of Concrete Pavements	
12		Hot-Mix Asphalt Surface Correction	
13		Pavement and Shoulder Resurfacing	
14		Patching with Hot-Mix Asphalt Overlay Removal	
15		Polymer Concrete	
16		Reserved	123
17		Bicycle Racks	124
18		Temporary Portable Bridge Traffic Signals	126
19		Nighttime Inspection of Roadway Lighting	
20		English Substitution of Metric Bolts	129
21		Calcium Chloride Accelerator for Portland Cement Concrete	130
22		Quality Control of Concrete Mixtures at the Plant	131
23		Quality Control/Quality Assurance of Concrete Mixtures	139
24		Reserved	155
25		Reserved	
26		Temporary Raised Pavement Markers	
27		Restoring Bridge Approach Pavements Using High-Density Foam	
28		Portland Cement Concrete Inlay or Overlay	
29		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	
30		Longitudinal Joint and Crack Patching	
31		Concrete Mix Design – Department Provided	
32		Station Numbers in Pavements or Overlays	171

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
MAINTENANCE OF ROADWAYS (D1)	2
PUBLIC CONVENIENCE AND SAFETY (D1)	2
STATUS OF UTILITIES (D1)	3
TRAFFIC CONTROL PLAN (D1)	4
TEMPORARY INFORMATION SIGNING	5
DEBRIS REMOVAL	6
FENCE REMOVAL	6
PARKING LOT PAVEMENT REMOVAL	6
ENGINEER'S FIELD OFFICE TYPE A (D1)	7
BUILDING REMOVAL WITH ASBESTOS ABATEMENT (BDE)	8
COMPENSABLE DELAY COSTS (BDE)	
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	21
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	23
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)	26
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)	
SEEDING (BDE)	
SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)	
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)	
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	
SUBMISSION OF BIDDERS LIST INFORMATION (BDE)	
SUBMISSION OF PAYROLL RECORDS (BDE)	
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)	
WEEKLY DBE TRUCKING REPORTS (BDE)	40
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	40
WORKING DAYS (BDE)	

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 326 (IL 47), Section 2024-1016-DM, McHenry County, Contract No. 62X54 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 326 (IL 47) Section 2024-1016-DM McHenry County Contract No. 62X54

LOCATION OF PROJECT

This project is located at various locations along IL Route 47 in in the City of Woodstock in McHenry County between 0.1 mile N of IL Route 120 to US Route 14. Location 1 is at 641 East Judd Street, Woodstock, IL. Location 3 is at 404 Center Street, Woodstock, IL. Location 4 is at 302 McHenry Avenue/IL Rte. 120, Woodstock, IL. (Location 2 is not included in this contract.)

DESCRIPTION OF PROJECT

This is a building demolition contract and site- cleanup contract and the work to be performed consists of the demolition of (2) two single family residences (1 - two story wood frame, 1 - two story wood frame with attached garage) and demolition of (1) commercial property <math>(1 - one story concrete block building) including site restoration and any incidental and collateral work necessary to complete the improvements as shown in the plans and as described herein.

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

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

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

PUBLIC CONVENIENCE AND SAFETY (D1)

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

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

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

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

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

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

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

STATUS OF UTILITIES (D1)

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

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

UTILITIES TO BE WATCHED AND PROTECTED

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

<u>All Times</u>

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

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

by the owner of th			L	
Agency/Company	Name of	Address	Phone	e-mail address
Responsible to	contact			
Resolve Conflict				
AT&T	Janet Ahern		630-573-	ja1763@att.com
			6414	
City of Woodstock	Chris Tiedt		815-338-	ctiedt@woodstockil.gov
			6118	
Comcast	Robert		224-229-	Robert hamer2@comcast.com
	Hamer		4228	
Comed	Gerald			Gerald.bouska@comed.com
	Bouska			
Everstream	Ariana		936-662-	aibanez@everstream.net
	Ibanez		2092	
Midwest Fiber	Cory	6070 N Flint Rd,	414-459-	cschmuki@midwestfibernetworks.com
Networks	Schmuki	Glendale, WI	3561	
		53209		
Nicor Gas	Charles		630-388-	cparrot@southernco.com
	Parrott		3319	

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

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

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

TRAFFIC CONTROL PLAN (D1)

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

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

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

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

<u>STANDARDS</u>: 701001, 701006, 701301, 701501, 701502, 701801, 701901

DETAILS:

Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10) Arterial Road Information Signing (TC-22)

<u>SPECIAL PROVISIONS</u>: Maintenance of Roadways Public Convenience and Safety (D-1) Temporary Information Signing (D-1) Vehicle and Equipment Warning Lights (BDE) Work Zone Traffic Control Devices (BDE)

TEMPORARY INFORMATION SIGNING

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

Description.

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

Materials.

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

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

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

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

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

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

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

Method of Measurement.

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

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

Basis of Payment.

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

DEBRIS REMOVAL

<u>Description</u>: This work shall consist of the complete removal and satisfactory disposal of debris located on the subject parcels that are to be removed as described herein, the applicable portions of Section 202 of the Standard Specifications and as directed by the Engineer. This debris consists of, but is not limited to, broken concrete, concrete blocks, construction materials, other foreign material and other abandoned and accumulated objects.

Method of Measurement: Debris removal will be measured for payment on a lump sum basis.

Basis of Payment: This work will be paid for at the contract lump sum price for DEBRIS REMOVAL.

FENCE REMOVAL

<u>Description</u>: This work shall consist of removing and disposing the existing fence of all kinds as shown in the Plans, unless included within other items or otherwise directed by the Engineer. The removal of gates installed along sections of existing fence is included under this item. Existing fence and gates include wrought iron, wood, steel aluminum or chain link fence installations and their associated fence hardware, and appurtenances.

<u>Construction Requirements.</u> No removal work shall be completed without the approval of the Engineer. All associated hardware and appurtenances of the existing fence including but not limited to post foundations, fittings, gates, post, and accessories, shall be removed off-site and disposed of according to Article 202.03. Any part of the fence that is damaged that is not called out for to be removed shall be replaced at the Contractor's expense.

<u>Method of Measurement:</u> Fence removal shall be measured for payment in feet of FENCE REMOVAL and measured along the top of the fence from center to center of end post, including the length occupied by gates.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for FENCE REMOVAL, at the specified locations.

PARKING LOT PAVEMENT REMOVAL

<u>Description</u>: This work shall consist of the removal and disposal of the existing parking lot pavement of all types (Portland cement concrete or HMA), at the locations noted in the plans and in accordance with this special provision. The removal shall conform to Section 440 of the Standard Specifications.

<u>Method of Measurement:</u> Parking lot pavement removal will be measured for payment in place and the area computed in square yards.

<u>Basis of Payment:</u> The work will be paid for at the contract unit price per Square Yard for PARKING LOT PAVEMENT REMOVAL.

ENGINEER'S FIELD OFFICE TYPE A (D1)

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A (D1). Type A (D1) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 1000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (D1).

BUILDING REMOVAL WITH ASBESTOS ABATEMENT (BDE)

Effective: September 1, 1990 Revised: August 1, 2022

<u>Description.</u> This work shall consist of the removal and disposal of building(s), including all foundations, retaining walls, and piers, down to a plane 1 ft (300 mm) below the ultimate bottom of building elevation or proposed bottom of construction elevation. The building(s) are identified as follows:

<u>Bldg. No.</u>	Parcel <u>No.</u>	Location	Description
1	1NU0093	641 East Judd Street, Woodstock, IL 60098	Single story commercial building
2	N/A – not included	N/A – not included	N/A – not included
3	1NU0103	404 Center Street, Woodstock, IL 60098	two story residential house, wood frame
4	1NU0133	302 McHenry Avenue, Woodstock, IL 60098	two story residential house, wood frame

CONSTRUCTION REQUIREMENTS

<u>General.</u> The IEPA's "State of Illinois Demolition/Renovation/Asbestos Project Notification Form" shall be submitted and a copy sent to the Engineer. It shall be updated if there is a change in the start and/or finish date or if the quantity of asbestos changes by more than 20 percent.

Asbestos abatement work shall be performed by an IDPH licensed Contractor prequalified with the Illinois Capital Development Board who has an on-site supervisor licensed by IDPH and employs workers licensed by IDPH. This work shall be completed according to the requirements of the U.S. Environmental Protection Agency (USEPA), IEPA, OSHA, and local regulatory agencies.

<u>Discontinuance of Utilities.</u> The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices that serve the building(s) according to the respective requirements and regulations of the city, county, or utility companies involved. The Contractor shall disconnect and seal the service outlets.

<u>Posting</u>. Upon execution of the contract and prior to the removal of any buildings, the Contractor shall paint or stencil, in contrasting colors of an oil base paint, on all sides of each building or structure, the following posting:

NO TRESPASSING VIOLATORS WILL BE PROSECUTED

The postings shall be positioned prominently on the structure(s) so they can be easily read and at a sufficient height to prevent defacing.

<u>Asbestos Abatement.</u> Friable asbestos containing building materials (ACBMs) and Category II non-friable ACBMs shall be removed from the building(s) prior to demolition. Category II non-friable ACBMs include asbestos containing transite boards, siding, and other cementitious materials (cement pipe or highly weathered roofing shingles/materials) which have a likelihood of becoming friable during typical demolition activities (by crumbling, pulverizing, or otherwise reducing to powder) making them regulated asbestos containing materials (RACM). Removed ACBM shall be kept separate from non-ACBM demolition debris for purposes of transport and disposal.

Category I non-friable ACBM may be kept in place for demolition or removal of the building unless it has become friable as determined by the ACBM inspector. If the Contractor demolishes the building(s) with the non-friable asbestos in place, the following shall apply.

- (a) The Contractor shall continuously wet the non-friable ACBM and other building debris with water during demolition and loading for disposal.
- (b) The Contractor shall dispose of all demolition debris as ACBM.

The Contractor shall perform air monitoring during asbestos abatement activities. Air sampling shall be conducted by a qualified air sampling professional. Air sampling shall be conducted according to NIOSH Method 7400. Air monitoring equipment shall be calibrated and maintained in proper operating condition. The Contractor shall submit a copy of the air sampling professional's certificate to the Engineer. The results of the tests, and daily calibration and maintenance records shall be kept on site and be available to the Engineer upon request.

Personal monitoring shall be conducted per applicable OSHA regulations. Excursion limits shall be monitored daily, and corrective actions taken immediately to bring excursions within OSHA permissible exposure limits.

When asbestos is removed prior to demolition, clearance testing per IDPH shall be conducted upon the removal of ACBM.

<u>Submittals.</u> The following submittals shall be made to the Engineer prior to the start of the asbestos abatement:

- (a) Manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
- (b) A listing of the brand name, manufacturer, and specification of all sealants or surfactants to be used.

- (c) Proof that arrangements for transport and disposal of ACBMs have been obtained (i.e., a letter of authorization to utilize designated landfill).
- (d) A detailed work plan of the Contractor's anticipated procedures including the location and layout of decontamination units, the sequencing of work, the respiratory protection plan, a site safety plan, a disposal plan, and a detailed description of the methods to be used to control pollution.
- (e) Proof of the Contractor's prequalification with Capital Development Board and employee certifications with IDPH.

Submittals that shall be made upon completion of abatement work:

- (f) Copies of waste chain-of-custodies, trip tickets, shipping manifests, or disposal receipts for asbestos waste materials removed from the work area.
- (g) Copies of each day's work site entry logbook with information on worker and visitor access.
- (h) Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls.
- (i) Test results of any bulk material analysis and air sampling data collected during the abatement including results of any on-site testing by any federal, state, or local agency.

Any holes, such as basements, shall be backfilled according to Article 502.10.

Basis of Payment. This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL NO. <u>1, 3, and 4</u>.

Removal and disposal of friable ACBM will be paid for at the contract lump sum unit price for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. X

Removal and disposal of non-friable ACBM will be paid for at the contract lump sum unit price for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. <u>1, X and 4</u>.

Building No. 1 - 641 East Judd Street, Woodstock, IL

HA No.	Material Description	Material Location	Sample Number	Condition	Friability	Asbestos Content	Estimated Quantity	Unit	Notes
1	12" x 12" White with Gray Streaks Floor Tile	Foyer	HA-01A, HA-01B, HA-01C	Good	Non-Friable	NAD	64	SF	
2	Yellow Mastic associated with HA- 01	Foyer	HA-02A, HA-02B, HA-02C	Good	Non-Friable	NAD	64	SF	
3	Gypsum Board	Office 1 Walls	HA-03A, HA-03B, HA-03C	Good	Non-Friable	NAD	720	SF	
4	Drywall Tape associated with HA- 03	Office 1 Walls	HA-04A, HA-04B, HA-04C	Good	Non-Friable	NAD	720	SF	
5	Joint Compound associated with HA-03	Office 1 Walls	HA-05A, HA-05B, HA-05C	Good	Friable	NAD	720	SF	
6	2' x 4' White Fissured Ceiling Tile	Office 1, Bath 1, Bath 2	HA-06A, HA-06B, HA-06C	Good	Friable	NAD	465	SF	
7	2' x 2' White Ceiling Tile with Foil Backing	Office 3	HA-07A, HA-07B, HA-07C	Good	Friable	NAD	252	SF	
8	2' x 4' White Ceiling Tile with Rough Texture	Office 2, Office 4, Hall	HA-08A, HA-08B, HA-08C	Good	Friable	NAD	411	SF	
9	2' x 4' Beige Acoustic Ceiling Panels	Office 4 on Walls	HA-09A, HA-09B, HA-09C	Good	Friable	NAD	200	SF	
10	Yellow Carpet Glue	Office 1, 2, 3, Hall Stair, Sales	HA-10A, HA-10B, HA-10C	Good	Non-Friable	NAD	861	SF	
11	12" x 12" Blue Marble Pattern Floor Tile	Bath 2	HA-11A, HA-11B, HA-11C	Good	Non-Friable	NAD	20	SF	
12	Black Mastic associated with HA- 11	Bath 2	HA-12A, HA-12B, HA-12C	Good	Non-Friable	NAD	20	SF	
13	12" x 12" Tan Ceiling Tile	Bath 2	HA-13A, HA-13B, HA-13C	Good	Friable	NAD	20	SF	
14	Clear Wallpaper Adhesive	Bath 2	HA-14A, HA-14B, HA-14C	Good	Non-Friable	NAD	160	SF	
15	12" x 12' Beige Square Pattern Floor Tile	Bath 1	HA-15A, HA-15B, HA-15C	Good	Non-Friable	NAD	40	SF	

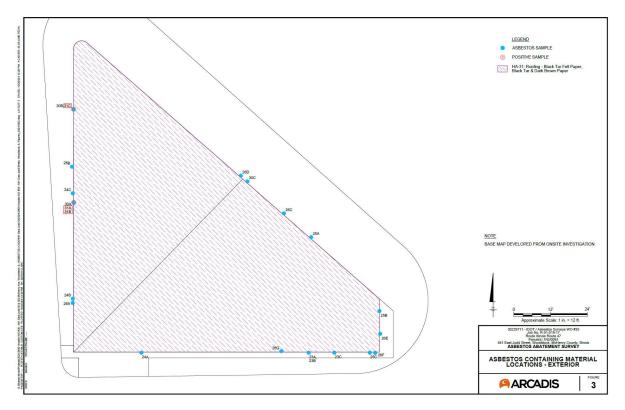
Building No. 1: Figure 1A – Asbestos Homogeneous Area Survey

HA No.	Material Description	Material Location	Sample Number	Condition	Friability	Asbestos Content	Estimated Quantity	Unit	Notes
16	Brown Mastic associated with HA- 15	Bath 1	HA-16A, HA-16B, HA-16C	Good	Non-Friable	NAD	40	SF	
17	Gypsum Board	Walls in Warehouse, Office 2, 3, 4, Hall, Hall Stair, Sales, Foyer, Bath 1 and 2	HA-17A, HA-17B, HA-17C	Good	Non-Friable	NAD	3,077	SF	
18	Dry Wall Tape associated with HA 17	Walls in Warehouse, Office 2, 3, 4, Hall, Hall Stair, Sales, Foyer, Bath 1 and 2	HA-18A, HA-18B, HA-18C	Good	Non-Friable	NAD	3,077	SF	
19	Joint Compound associated wit hHA-17	Walls in Warehouse, Office 2, 3, 4, Hall, Hall Stair, Sales, Foyer, Bath 1 and 2	HA-19A, HA-19B, HA-19C	Good	Friable	NAD	3, <mark>0</mark> 77	SF	
20	Gray Leveling Compound	Foyer, Bath 1	HA-20A, HA-20B, HA-20C	Good	Non-Friable	NAD	104	SF	
21	CMU Mortar	Walls Throughout	HA-21A, HA-21B, HA-21C	Good	Non-Friable	NAD	5,000	SF	
22	Fiberboard Ceiling Panels	Warehouse	HA-22A, HA-22B, HA-22C	Good	Non-Friable	NAD	4,512	SF	
23	White Window Glazing	Exterior, South Side	HA-23A, HA-23B, HA-23C	Good	Non-Friable	NAD	8	SF	2 windows
24	Gray Caulk associated with Glass Block Windows	Exterior	HA-24A, HA-24B, HA-24C	Good	Non-Friable	NAD	38	SF	
25	Black Caulk associated with Doors and Windows	Exterior	HA-25A, HA-25B, HA-25C	Good	Non-Friable	NAD	60	SF	
26	GrayPlaster over CMU Walls	Exterior	HA-26A, HA-26B, HA- 26C, HA-26D, HA-26E, HA-26F, HA- 26G	Good	Friable	NAD	4,452	SF	
27	Concrete Foundation	Throughout	HA-27A, HA-27B, HA-27C	Good	Non-Friable	NAD	4,512	SF	
28	Gray Expansion Joint Caulk	Throughout	HA-28A, HA-28B, HA-28C	Good	Non-Friable	NAD	400	LF	
29	Electrical Components	Throughout	Not Sampled	Good	Non-Friable	Assumed ACM	10	EA	Switchboxes and breaker panels components
30	Gray/Silver Exterior Caulk	Exterior	HA-30A, HA- 30B, HA-30C	Good	Non-Friable	NAD	340	LF	

Building No. 1: Figure 1A – Asbestos Homogeneous Area Survey (Continued)

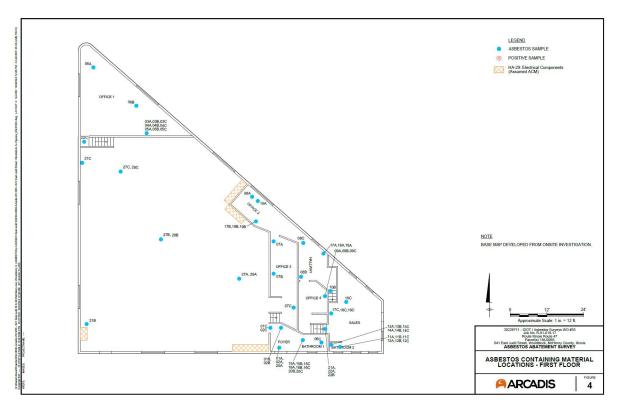
HA No.	Material Description	Material Location	Sample Number	Condition	Friability	Asbestos Content	Estimated Quantity	Unit	Notes
31	Roofing - White Reinforced Membrane	Roof	HA-31A1, HA- 31B1, HA- 31C1	Good	Non-Friable	NAD	5,750	SF	
31	Roofing - Brown Roof Paper	Roof	HA-31A2, HA-31B2, HA-31C2	Good	Non-Friable	NAD	5,750	SF	
31	Roofing - Black Tar Felt Paper	Roof	HA-31A3, HA-31B3, HA-31C3	Good	Non-Friable	1 - 5% Chrysotile	5,750	SF	
31	Roofing - Black Tar	Roof	HA-31A4, HA-31B4, HA-31C4	Good	Non-Friable	1 - 5% Chrysotile	5,750	SF	
31	Roofing - Dark Brown Paper	Roof	HA-31A5, HA-31B5, HA-31C5	Good	Non-Friable	1 - 5% Chrysotile	5,750	SF	

Notes: ACM = Asbestos-Containing Material ASSumed ACM = A material determined by the inspector to be suspect ACM and is considered asbestos-containing until laboratory analysis can prove otherwise. NAD = No Asbestos Detected EA = Each LF = Linear Foot SF = Square Foot



Building No. 1: Figure 1B – Exterior, Asbestos Containing Material Locations

Building No. 1: Figure 1C – First Floor, Asbestos Containing Material Locations



Building No. 3 - 404 Center Street, Woodstock, IL

Building No. 3: Figure 3A – Asbestos Homogeneous Area Survey

Additional tables and figures to be included pending completion of Asbestos Abatement Survey reports.

Building No. 4 - 302 McHenry Avenue, Woodstock, IL

HA No.	Material Description	Material Location	Sample Number	Condition	Friability	Asbestos Content	Estimated Quantity	Unit	Notes
1	Gypsum Board	Walls and Ceilings Throughout 1st and 2nd Floors	HA-01A, HA-01B, HA-01C	Good	Non-Friable	NAD	4,300	SF	
2	Drywall Tape associated with HA- 1	Walls and Ceilings Throughout 1st and 2nd Floors	HA-02A, HA-02B, HA-02C	Good	Non-Friable	NAD	4,300	SF	
3	Joint Compound associated with HA-1	Walls and Ceilings Throughout 1st and 2nd Floors	HA-03A, HA-03B, HA-03C	Good	Friable	NAD	4,300	SF	
4	Wall Plaster	Walls Throughout 1st and 2nd Floors	HA-04A, HA-04B, HA-04C, HA-04D, HA-04E	Good	Friable	NAD	3,004	SF	
5	Gray Grout associated with 2" x 2" Ceramic Floor Tile	Kitchen	HA-05A, HA-05B, HA-05C	Good	Non-Friable	NAD	72	SF	
6	Gray Adhesive associated with 2" x 2" Ceramic Floor Tile	Kitchen	HA-06A, HA-06B, HA-06C	Good	Non-Friable	NAD	72	SF	
7	12" x 12" White Diamond Pattern Self-Adhesive Vinyl Floor Tile	Hall, Dining Room, Kitchen	HA-07A, HA-07B, HA-07C	Good	Non-Friable	NAD	272	SF	
8	12" x 12" Beige with Green Lines Self-Adhesive Vinyl Floor Tile	Dining Room, Kitchen	HA-08A, HA-08B, HA-08C	Good	Non-Friable	NAD	216	SF	
9	12" x 12" Wood Pattern Self- Adhesive Vinyl Floor Tile	Hallway Beneath HA-07	HA-09A, HA-09B, HA-09C	Good	Non-Friable	NAD	56	SF	
10	White with Black Diamonds Sheet Flooring	Bathroom	HA-10A, HA-10B, HA-10C	Good	Non-Friable	NAD	56	SF	
11	Beige Mastic associated with HA- 10	Bathroom	HA-11A, HA-11B, HA-11C	Good	Non-Friable	NAD	56	SF	
12	Chimney Flue Mortar	Basement	HA-12A, HA-12B, HA-12C	Good	Non-Friable	NAD	115	SF	
13	Concrete Foundation	Basement	HA-13A, HA-13B, HA-13C	Good	Non-Friable	NAD	1,420	SF	
14	White/Brown Asphalt Shingle Siding	Exterior Behind Vinyl Siding	HA-14A, HA-14B, HA-14C	Good	Non-Friable	NAD	2,100	SF	

Building No. 4: Figure 4A – Asbestos Homogeneous Area Survey

HA No.	Material Description	Material Location	Sample Number	Condition	Friability	Asbestos Content	Estimated Quantity	Unit	Notes
15	White Window Glazing	Exterior	HA-15A, HA-15B, HA-15C	Good	Non-Friable	1-5% Chrysotile	100	SF	12 Windows
16	White Window Glazing	Basement	HA-16A, HA-16B, HA-16C	Good	Non-Friable	1-5% Chrysotile	16	SF	2 Windows
17	Black/Gray Roof Shingles	Roof	HA-17A, HA-17B, HA-17C	Good	Non-Friable	NAD	1,500	SF	
18	12" x 12" Textured Deco Pattern Ceiling Tile	Ktchen	HA-18A, HA-18B, HA-18C	Good	Friable	NAD	72	SF	
19	Roof Tar Paper beneath HA-17	Roof	HA-19A, HA-19B, HA-19C	Good	Non-Friable	NAD	1,500	SF	

 Notes:

 ACM = Asbestos-Containing Material

 Assumed ACM = A material determined by the inspector to be suspect ACM and is considered asbestos-containing until laboratory analysis can prove otherwise.

 NAD = No Asbestos Detected

 EA = Each

 LF = Linear Foot

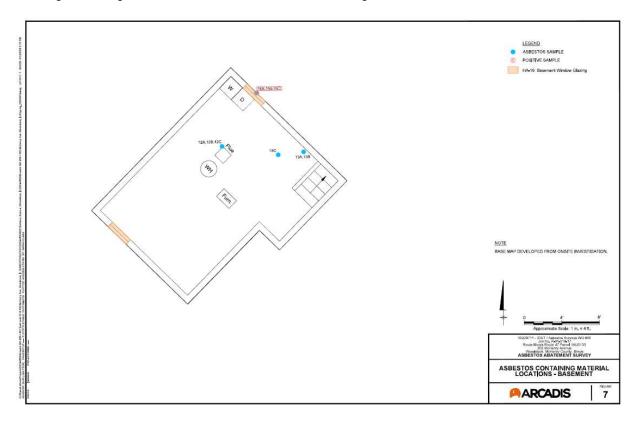
 SF = Square Foot



Building No. 4: Figure 4B – First Floor, Asbestos Containing Material Locations

Building No. 4: Figure 4C – Second Floor, Asbestos Containing Material Locations





Building No. 4: Figure 4D – Basement, Asbestos Containing Material Locations

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."

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 (<u>https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel</u>), or verified by the California Air Resources Board (CARB) (<u>http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm</u>); 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.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

- 1. <u>OVERVIEW AND GENERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
- 2. <u>CONTRACTOR ASSURANCE</u>. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
- 3. <u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform <u>9.00</u>% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
- 4. <u>IDENTIFICATION OF CERTIFIED DBE</u>. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
- 5. <u>BIDDING PROCEDURES</u>. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
 - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.
 - (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

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

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

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

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

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

7. <u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

<u>Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.)</u>. For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

"The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing." Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

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

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

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

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

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

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

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

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

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

Class	s – Туре	Seeds	lb/acre (kg/hectare)
4	Native Grass 2/ 6/	Andropogon gerardi (Big Blue Stem) 5/	4 (4)
		Schizachyrium scoparium	5 (5)
		(Little Blue Stem) 5/	5 (5)
		Bouteloua curtipendula	5 (5)
		(Side-Oats Grama) 5/	3 (0)
		Elymus canadensis	1 (1)
		(Canada Wild Rye) 5/	
		Panicum virgatum (Switch Grass) 5/	1 (1)
		Sorghastrum nutans (Indian Grass) 5/	2 (2)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4A	Low Profile	Schizachyrium scoparium	5 (5)
	Native Grass 2/ 6/	(Little Blue Stem) 5/	
		Bouteloua curtipendula	5 (5)
		(Side-Oats Grama) 5/ Elymus canadensis	1 (1)
		(Canada Wild Rye) 5/	1 (1)
		Sporobolus heterolepis	0.5 (0.5)
		(Prairie Dropseed) 5/	0.0 (0.0)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4B	Wetland Grass and	Annual Ryegrass	25 (25)
	Sedge Mixture 2/ 6/	Oats, Spring	25 (25)
		Wetland Grasses (species below) 5/	6 (6)
	Species:		<u>% By Weight</u>
	<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
	Carex lacustris (Lake-Bank Sedge)		6
	Carex slipata (Awl-Fruited Sedge)		6
	Carex stricta (Tussock Sedge)		6
	Carex vulpinoidea (Fox Sedge)		6
	Eleocharis acicularis (Needle Spike Rush)		3
	Eleocharis obtusa (Blunt Spike Rush)		3
	<i>Glyceria striata</i> (Fowl Manna Grass)		14
	<i>Juncus effusus</i> (Common Rush) <i>Juncus tenuis</i> (Slender Rush)		6 6
	Juncus terruis (Slender Rush) Juncus torreyi (Torrey's Rush)		6
	Leersia oryzoides (Rice Cut Grass)		10
	Scirpus acutus (Hard-Stemmed Bulrush)		3
	Scirpus atrovirens (Dark Green Rush)		3
	Bolboschoenus fluviatilis (River Bulrush)		3
	Schoenoplectus tabernaemontani (Softstem Bulrush)		3
	Spartina pectinata (Cord Grass)		4

Clas	s – Type	Seeds	lb/acre (kg/hectare)
5	Forb with	Annuals Mixture (Below)	1 (1)
	Annuals Mixture 2/ 5/ 6/	Forb Mixture (Below)	10 (10)
		not exceeding 25 % by weight of pecies, of the following:	
		p	
	Coreopsis lanceolata (S	and Coreopsis)	
	Leucanthemum maximu	<i>m</i> (Shasta Daisy)	
	Gaillardia pulchella (Blai	nket Flower)	
	Ratibida columnifera (Pr		
	Rudbeckia hirta (Black-E	Eyed Susan)	
		exceeding 5 % by weight PLS of	
	any one spec	cies, of the following:	
	Amorpha canescens (Le		
	Anemone cylindrica (Thi		
	Asclepias tuberosa (But		
	Aster azureus (Sky Blue		
	Symphyotrichum leave (
	Aster novae-angliae (Ne		
	Baptisia leucantha (Whit		
	Coreopsis palmata (Prai		
	Echinacea pallida (Pale		
	Eryngium yuccifolium (R		
	Helianthus mollis (Down		
	Heliopsis helianthoides		
	Liatris aspera (Rough Bl		
	Liatris pycnostachya (Pr		
	Monarda fistulosa (Prair		
	Parthenium integrifolium		
	Dalea candida (White Pi		
	Dalea purpurea (Purple		
	Physostegia virginiana (
	Potentilla arguta (Prairie		
	Ratibida pinnata (Yellow		
		a (Fragrant Coneflower)	
	Silphium laciniatum (Co		
	Silphium terebinthinace		
	Oligoneuron rigidum (Ri		
	Tradescantia ohiensis (S		
	Veronicastrum virginicur	n (Culver's Root)	

Class -	– Туре	Seeds	lb/acre (kg/hectare)
5A	Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	Species:		<u>% By Weight</u>
	Aster novae-angliae (New England Aster)	5
	Echinacea pallida (Pa	10	
	Helianthus mollis (Dov	10	
	Heliopsis helianthoide	10	
	Liatris pycnostachya (10	
	Ratibida pinnata (Yell	5	
	Rudbeckia hirta (Blacl	10	
	Silphium laciniatum (C	Compass Plant)	10
	Silphium terebinthinad	ceum (Prairie Dock)	20
	Oligoneuron rigidum (Rigid Goldenrod)	10
5B	Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	Species:		<u>% By Weight</u>
	Acorus calamus (Swe		3
	Angelica atropurpurea		6
	Asclepias incarnata (S	2	
	Aster puniceus (Purpl	10	
	Bidens cernua (Begga	7	
	Eutrochium maculatur	7	
	Eupatorium perfoliatu	7	
	Helenium autumnale (2	
	Iris virginica shrevei (E	2	
	Lobelia cardinalis (Ca	5	
	Lobelia siphilitica (Gre	5	
	Lythrum alatum (Wing	2 5	
	Physostegia virginiana	-	
	Persicaria pensylvania	10	
	Persicaria lapathifolia	10 5	
	Pychanthemum virgin		
	Rudbeckia laciniata (0 Oligoneuron riddellii (1	5 2	
	Sparganium eurycarp	5	
6	Conservation	Schizachyrium scoparium	5 (5)
0	Mixture 2/ 6/	(Little Blue Stem) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
6A	Salt Tolerant	Schizachyrium scoparium	5 (5)
	Conservation	(Little Blue Stem) 5/	
	Mixture 2/ 6/	Elymus canadensis	2 (2)
		(Canada Wild Rye) 5/	
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	20 (20)
7	Temporary Turf	Perennial Ryegrass	50 (55)
	Cover Mixture	Oats, Spring	64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO₃ to break dormancy and dyed to indicate such.

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

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

"(d) Pavement Marking Tapes (Note 3)1095.06"

Add the following Note to the end of Article 701.02 of the Standard Specifications:

"Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape."

Revise Article 703.02(c) of the Standard Specifications to read:

"(c) Pavement Marking Tapes (Note 1)1095.06"

Add the following Note to the end of Article 703.02 of the Standard Specifications:

"Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape."

Revise Article 1095.06 of the Standard Specifications to read:

"1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

(a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y		
White	65 min.		
Yellow *	36 - 59		

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

х	0.490	0.475	0.485	0.530
У	0.470	0.438	0.425	0.456

(b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R_L, shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R _L , Dry					
Туре І			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial RL		
Color	R _L 1.05/88.76	
White	300	
Yellow	200	

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.
 - (1) Time in place 400 days
 - (2) ADT per lane 9,000 (28 percent trucks)
 - (3) Axle hits 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Туре І	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) ^{1/} 20 (0.51) ^{2/}	65 (1.65) ^{1/} 20 (0.51) ^{2/}
Durability (cycles)	5,000	1,500	1,500

- 1/ Measured at the thickest point of the patterned surface.
- 2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

- (f) Sampling and Inspection.
 - (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

(2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017 Revised: April 1, 2019

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

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

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

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

In accordance with 49 CFR 26.11(c) all bidders for federally assisted contracts shall submit bidders list information with their bid or initial response to a procurement solicitation. Submission of the bidders list information is a material bidding requirement, and failure to comply with this requirement may render the bid non-responsive.

The bidders list information shall be provided for each firm from whom the bidder receives any bid as a subcontractor. This requirement is not limited to DBE subcontractor bids but applies to all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor. The bidders list information shall contain the following.

- (a) Firm name;
- (b) Firm address including ZIP code;
- (c) Firm's status as a DBE or non-DBE;
- (d) Race and gender information for the firm's majority owner;
- (e) NAICS code applicable to each scope of work the firm sought to perform in its bid;
- (f) Age of the firm; and
- (g) The annual gross receipts of the firm (this may be provided by indicating whether the firm's annual gross receipts are less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.).

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

"STATEMENTS AND PAYROLLS

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

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

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

" 701.15 **Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the setup and use of the device as well as a detailed drawing of the device." Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

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

(I) 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."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within <u>40</u> working days.

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.