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January 20, 2023 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 62T89
Various Counties
Section 2022 TREE 01
Various Routes
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 20, 2023 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. 62T89
Various Counties
Section 2022 TREE 01
Various Routes
District 1 Construction Funds**

Dead tree removal located within the right-of-way limits of state-maintained routes located in District One (counties of Cook, DuPage, Kane, Lake, McHenry, and Will).

- 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, 2023

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 1-1-23)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
202	Earth and Rock Excavation	1
204	Borrow and Furnished Excavation	2
207	Porous Granular Embankment	3
211	Topsoil and Compost	4
407	Hot-Mix Asphalt Pavement (Full-Depth)	5
420	Portland Cement Concrete Pavement	6
502	Excavation for Structures	7
509	Metal Railings	8
540	Box Culverts	9
542	Pipe Culverts	29
586	Granular Backfill for Structures	34
644	High Tension Cable Median Barrier	35
782	Reflectors	36
801	Electrical Requirements	38
821	Roadway Luminaires	40
1003	Fine Aggregates	41
1004	Coarse Aggregates	42
1020	Portland Cement Concrete	43
1030	Hot-Mix Asphalt	44
1067	Luminaire	45
1097	Reflectors	52

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	Additional State Requirements for Federal-Aid Construction Contracts	53
2	Subletting of Contracts (Federal-Aid Contracts)	56
3	X EEO	57
4	X Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	X Required Provisions - State Contracts	72
6	Asbestos Bearing Pad Removal	78
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	Temporary Stream Crossings and In-Stream Work Pads	80
9	Construction Layout Stakes	81
10	Use of Geotextile Fabric for Railroad Crossing	84
11	Subsealing of Concrete Pavements	86
12	Hot-Mix Asphalt Surface Correction	90
13	Pavement and Shoulder Resurfacing	92
14	Patching with Hot-Mix Asphalt Overlay Removal	93
15	Polymer Concrete	95
16	Reserved	97
17	Bicycle Racks	98
18	Temporary Portable Bridge Traffic Signals	100
19	Nighttime Inspection of Roadway Lighting	102
20	English Substitution of Metric Bolts	103
21	Calcium Chloride Accelerator for Portland Cement Concrete	104
22	Quality Control of Concrete Mixtures at the Plant	105
23	Quality Control/Quality Assurance of Concrete Mixtures	113
24	Reserved	129
25	Reserved	130
26	Temporary Raised Pavement Markers	131
27	Restoring Bridge Approach Pavements Using High-Density Foam	132
28	Portland Cement Concrete Inlay or Overlay	135
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	Longitudinal Joint and Crack Patching	142
31	Concrete Mix Design – Department Provided	144
32	Station Numbers in Pavements or Overlays	145

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
COMPLETION DATE	1
MAINTENANCE OF ROADWAYS (D1)	2
GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING	2
EQUIPMENT	5
LAYOUT MATERIALS	6
CONTRACTOR'S SUPERINTENDENT AND CONTRACT COORDINATION	6
CONTRACTOR'S ARBORIST	7
PROSECUTION OF THE WORK	7
INTERPRETATION OF QUANTITIES AND PAYMENT	7
WORK ORDER	8
CLASS OF WORK	9
FAILURE TO COMPLETE WORK ORDERS – LIQUIDATED DAMAGES	9
FAILURE TO COMPLETE THE WORK ON TIME (D1)	10
CALENDAR DAYS	10
SCOPE OF TREE REMOVAL	11
RESPROUT HERBICIDE	12
INACCESSIBLE STUMPS	12
TREE LIMB REMOVAL (4 TO 10 INCHES DIAMETER)	12
TREE LIMB REMOVAL (OVER 10 INCHES DIAMETER)	12
TREE LIMB REMOVAL (4 TO 10 INCHES DIAMETER), EXPEDITED	13
TREE LIMB REMOVAL (OVER 10 INCHES DIAMETER), EXPEDITED	13
TREE REMOVAL (6-15 UNITS DIAMETER), EXPEDITED	14
TREE REMOVAL (OVER 15 UNITS DIAMETER), EXPEDITED	14
TREE REMOVAL (SPECIAL) – WITHIN NARROW AREAS	14
TREE REMOVAL, ACRES (SPECIAL)	15
TREE PRUNING (1 TO 10 INCH DIAMETER), EXPEDITED	17
TREE PRUNING (OVER 10 INCH DIAMETER), EXPEDITED	17
PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE	18
SELECTIVE CLEARING	18
TRAFFIC CONTROL PLAN (D1)	19
TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)	20
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	21
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC	25
WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)	28

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)	28
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS)	29
FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC	31
PUBLIC CONVENIENCE AND SAFETY (D1)	31
AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE).....	31
COMPENSABLE DELAY COSTS (BDE).....	33
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE).....	37
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	38
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE).....	47
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)	48
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	48
SUBMISSION OF PAYROLL RECORDS (BDE)	49
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION.....	51
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)	53
WEEKLY DBE TRUCKING REPORTS (BDE).....	53
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	53

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 Various Routes, Section 2022 Tree 01, Various Counties, Contract No. 62T89 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes
Section 2022 Tree 01
Various Counties
Contract No. 62T89

LOCATION OF PROJECT

This work is located within the right-of-way limits of state-maintained routes located in District One (counties of Cook, DuPage, Kane, Lake, McHenry, and Will) as determined by the Department.

DESCRIPTION OF PROJECT

The work to be performed and completed under this contract consists of pruning and/or removing dead, dying, diseased, and hazardous trees and limbs, while providing proper traffic control on a work order basis. Contract work will be described in an issued work order from the Department of Transportation. The need and locations of any removals are random in nature.

COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work orders issued from the date of execution to May 31, 2024, including all clean-up work on or before May 31, 2024.

The provisions of Article 108.09 of the Standard Specifications shall apply for this contract's completion date.

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.

GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING

Experience

The Contractor shall have previous experience with the use of weed control chemicals. He/she shall have had at least three (3) season's experience in ecological restoration and the ability to identify and differentiate between targeted weeds and vegetation to remain. The Contractor shall observe and comply with all sections of the Illinois Custom Spray Law, including licensing. Contractor personnel applying herbicides shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture.

The licensed pesticide applicator shall attend the preconstruction meeting and submit his/her current license to the Engineer. The licensed pesticide applicator shall be qualified at a minimum in Right-of-Way and Aquatics. The licensed applicator shall work on-site for every work order issued and approved.

Equipment

The equipment used shall consist of a vehicle-mounted tank, pump, spray bar and handgun, plus any other accessories needed to complete the specified work. Spraying shall be done through multiple low-pressure flooding or broad jet nozzles mounted on spray bars operated not more than 36" above the ground. If different sizes or types of nozzles are used to make up the spray pattern, the pressure, sizes and capacities shall be adjusted to provide a uniform rate of application for each segment of the spray pattern. Hand spray guns may be used for spraying areas around traffic control devices, lighting standard and similar inaccessible areas. Maximum speed of the spray vehicle during application of chemical shall be ten (10) miles per hour.

Pumps used shall have a volume and pressure capacity range sufficient to deliver the mixture at a pressure to provide the required coverage and to keep the spray pattern full and steady without pulsation or excessive pressure as to cause fogging. Maximum pressure for application shall be 15 PSI. Quick acting shut-off valves and spring-loaded ball check valves shall be provided to stop the spray pattern with a minimum of nozzle drip. In areas where the spray vehicle must traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Additional equipment used shall consist of swiping gloves, wicks, wands, hand spray guns and/or backpack sprayers, plus any other accessories needed to complete the specified work as directed by the Engineer. Wick applicators, swiping gloves, or other such devices may be required to ensure herbicides are applied only to target species. If hand spray guns used are attached to spray vehicle, maximum speed of the spray vehicle during application of chemical shall be five (5) miles per hour. In areas where a vehicle is needed to traverse the right-of-way, a four-wheel drive vehicle with flotation tires will be required to minimize damage to the ground surface.

Prior to beginning work, the Contractor shall obtain approval from the Engineer of the spraying equipment proposed for completing this work. The proposed equipment shall be in an operational condition and available for inspection by the Engineer at least two (2) weeks prior to the proposed starting time. If requested by the Engineer, the Contractor shall demonstrate the calibration of the equipment.

The equipment must provide consistently uniform coverage and keep the spray mixture sufficiently agitated or the work will be suspended until the equipment is repaired or replaced.

Spraying Areas

This work includes roadsides and other types of right-of-way of various widths and gradients. Spray areas often extend more than thirty (30) feet from the edge of the roadway, requiring both spray bar and hand gun applications.

When the description of work requires weed control of a stated species, such as teasel, the chemical shall be applied only to locations where the stated species is present. When the description of work requires general weed control within a bed or area, such as broadleaf weed control in turf, then the chemical shall be applied to the entire bed or area.

Exclusion of Spraying Areas

Areas where weed control spraying is inappropriate or detrimental to the environment, desirable planting, or private property shall be excluded from the spray area.

Spraying will not be permitted over any drainage swales or waterways, or other areas where the chemical label prohibits application. Spraying within 150 feet of a natural area or site where endangered or threatened species occur.

Responsibility for Prevention of Damage to Private Property

The Contractor shall, at all times, exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, vegetable crops, farm crops, orchard or desirable plants adjacent to the roadside.

The Contractor or Department receives a complaint; the Contractor shall contact a complaint within ten (10) days after receiving a claim for damages, either in person or by letter. The Contractor, or his authorized representative, shall make a personal contact with the complainant within twenty (20) days. The Engineer shall also be notified by the Contractor of all claims for damage he received and shall keep the Engineer informed as to the progress in arriving at a settlement for such claims.

Communication with the Engineer

The Contractor is required to communicate with the Engineer to receive all required approvals in a timely way and to assure that the Engineer can accurately document the work performed.

All work orders with herbicide application shall be directly supervised by the Engineer for quality assurance and for payment purposes. If the Contractor performs work without the Engineer's supervision, work will not be paid for.

It shall be the Contractor's responsibility to assure that all chemical containers are opened and added to the spray mixture in the presence of the Engineer.

The Contractor shall obtain approval from the Engineer to proceed with spraying at each location 24 hours prior to the proposed spray operations.

The Contractor's superintendent shall closely coordinate work with the Engineer at all times in accordance with Article 105.06. The superintendent shall attend weekly progress meetings with the Engineer at the Engineer's office or other mutually agreed upon location. The superintendent shall communicate with the Engineer in the field during weed control activities to facilitate accurate completion of work while it is occurring. At the request of the Engineer, the Contractor shall provide a cell phone number where the superintendent can be reached during working hours. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of either discontinuing or resuming operations on all work orders.

The Contractor will be required to properly track pesticide applications as required by the ILG87 Permit. Reported data from this form will be collected and compiled annually and reported to the IEPA as required.

Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720". OPER 2720 may be found at the following link:

<http://www.idot.illinois.gov/Assets/uploads/files/IDOT-Forms/OPER/OPER%202720.docx>

EQUIPMENT

The Contractor shall comply with all OSHA, federal, state, local, and professional tree care industry regulations and safety standards.

The Contractor's personnel shall be required to wear high visibility vests (meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have a manufacturer's tag identifying them as meeting the ANSI Class 2 requirements), hard hats, ear/eye protection, and all appropriate safety belts and/or harnesses when performing any function relative to this contract. Appropriate safety gear shall be worn at all times.

The Contractor shall have sufficient equipment, in good working condition, to perform work in an expedient manner. All equipment shall display proper safety markings, working lights, and shall have in place all safety guards, shields, and protective covers.

After the contract has been awarded, the Engineer reserves the right to inspect the Contractor's equipment. The Contractor must have in their possession or have available to them by formal agreement at the time the contract has been awarded:

- Handheld Equipment: Chainsaws, handsaws, hand pruners, pole pruners (powered or manual), brush cutter, hedge trimmers, tree loppers, hydraulic tools
- Vehicles: Chipper truck, aerial bucket truck with outrigger pads/mats and vehicle exhaust mats, log truck, mobile crane
- Off Road Equipment: Brush chipper (minimum 12-inch capacity), whole tree chipper, stump grinders (tow behind and self-propelled), skid steer with cutting or mowing attachments and grapple, mini skid steer, loader, forestry mulcher, feller buncher, tree skidder, forestry mower
- Traffic Control Equipment: Category 4 Arrow board, cones, barricades, barrels, signs, flagging equipment, Category 3 crash cushions (impact attenuators), truck mounted attenuators
- Arborist Protection Equipment: All applicable Personal Protective Equipment (PPE), fall protection equipment, helmet, Class 2 safety vest, chain saw boots and/or steel toed boots

LAYOUT MATERIALS

The Contractor shall furnish the necessary wooden lathe, flags of various colors, ribbon of various colors, and spray paint required for the delineation and marking of work through the duration of the contract. The paint and ribbon shall be of the color(s) as specified by the Engineer. The Contractor shall provide the requested items within seven (7) working days after the Engineer's request. These will not be paid as separate items, but the costs shall be considered as included in the contract prices for landscape items. No additional compensation will be allowed.

At the time of the preconstruction meeting, the Contractor shall provide two (2) cases of neon pink spray paint, one (1) box of neon green ribbon, and one (1) box of neon pink ribbon to the Engineer.

CONTRACTOR'S SUPERINTENDENT AND CONTRACT COORDINATION

The Contractor shall designate a superintendent to serve as the key contact person to work with the Engineer at all times in accordance with Article 105.06. The superintendent shall attend progress meetings with the Engineer either at the Engineer's office or at a mutually agreed upon location. Work orders shall be reviewed and returned to the Engineer in a timely manner. The superintendent shall monitor the daily activities of the contract and be available to discuss and respond to any problems that may arise. At the request of the Engineer, the Contractor shall provide a cell phone number where the superintendent may be reached during working hours.

The Contractor shall provide a weekly schedule of any proposed work and an assigned traffic control plan for each work location for the upcoming week. The following information shall be provided on the weekly schedule:

- Scheduled day of the work order
- Traffic control plan
- Start time
- If multiple work orders are scheduled for one calendar day, communicate the order of the work orders

The Contractor's weekly submittal to the Resident Engineer shall be received by Wednesday at 5 P.M.

The Contractor's superintendent shall notify the Resident Engineer the estimated time of arrival by phone the day before work operations are to begin. The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of either discontinuing or resuming operations on all work orders.

The services of this person shall be included in the contract. No additional compensation shall be allowed.

CONTRACTOR'S ARBORIST

An International Society of Arboriculture (ISA) Certified Arborist shall be on site during all tree pruning, limb removal, and tree removal by the acre. The services of this person shall be included in the contract. No additional compensation shall be allowed.

The ISA Certified Arborist shall attend the preconstruction meeting and submit his/her current license to the Engineer.

PROSECUTION OF THE WORK

The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any type of work on this contract. Samples of the work order forms are included in the plans.

INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are estimated quantities of contract pay items that may be required during the Term of Contract. Agreement to plan quantities will not be allowed.

The quantities in the Summary of Quantities may either be increased, decreased, or deleted. Adjustment in contract unit prices will not be made due to either an increase, decrease, or deletion of pay items.

Quantities shall be documented on work orders. Quantities shown on work orders are based on GIS/GPS technology or other standard methods.

If the Contractor determines that a tree has already been trimmed or removed after the work order has been issued, the Contractor is to notify the Engineer and no payment will be made. Contractor's signature of completion on a work order shall constitute his/her agreement to quantities specified on the work order.

Payment for the work under this contract shall be made according to the schedule of prices in the contract and as herein after described. Prices shall include all labor, materials, and equipment necessary to complete the work satisfactorily. Before any payment for work is authorized for a given work order, all work must be completed satisfactorily including clean-up. In addition, the Contractor shall provide a summary with the following information: contract number, work order number, pay item, quantity, and unit price, to the Engineer.

The Contractor is hereby informed and shall understand that payment will be made only for actual quantities utilized and accepted as satisfactory.

WORK ORDER

Written authorization of work will be described on work order forms established for this contract. Samples of these work orders forms are included in this contract. The Engineer may issue multiple concurrent work orders. The Contractor shall provide sufficient labor and equipment as necessary to complete authorized work in accordance with Article 108.06. Scope of work is not limited to what is described in the work orders but also includes proper traffic control, clean-up of work location, proper removal and disposal of tree work.

The Engineer will assign the work to be done as a written work order. All work orders shall be issued by the Engineer to the Contractor either by email (electronic version), or in person at the Engineer's field office or at a location approved by the Engineer. The electronic version is for informational purposes. The original work order will only be accepted with the appropriate wet signatures for the process of payment once the work is completed.

All work orders will be made out and signed by the Engineer based on the needs of the Department. A work order will show the date authorized to the Contractor, work order number, class of work, location, item description and quantity of work to be completed. Only the amount of work shown on the work order is to be done by the Contractor. If at the time the work is being done, additional work is found and needed, prior approval must be obtained from the Engineer before work is done.

No work of any kind is to be performed by the Contractor unless s/he possesses a written work order authorizing the work. Any additional work or unauthorized work done by the Contractor, without a prior work order from the Engineer, will not be paid.

There is no guaranteed minimum or maximum amount of work orders issued for this unpredictable nature of work.

If any non-conforming work is observed, the Engineer will issue a punch list to the Contractor. When no punch list is issued by the Engineer, or after the Engineer has determined that all punch list work has been satisfactorily completed, work orders shall be considered complete.

CLASS OF WORK

All classes of work shall be determined by the Engineer and may be required at any time during the Term of Contract.

Standard Work

Standard Work is defined as work that involves those situations where the amount or nature of the tree removal does not pose an immediate hazard to the public. Work of this type shall be grouped generally by locations for efficiency.

Completion Date Work

Completion Date Work is defined as work that involves those situations where the amount or nature of the tree removal does not pose an immediate hazard to the public. Completion Date Work will be labeled and shall be completed within the assigned time frame of date authorized by the Engineer.

Expedited Work

Expedited Work is defined as work that is required to correct a condition which the Department deems an immediate hazard to the public as designated by the Engineer to be of such severity that life and/or property are potentially endangered, or is pressing operational need to the Department, and first high priority corrective action is required. Expedited Work will be labeled and shall be completed within the assigned time frame of date authorized by the Engineer.

FAILURE TO COMPLETE WORK ORDERS – LIQUIDATED DAMAGES

Time is of the essence in the completion of each work order issued by the Department. Failure to make timely repairs will endanger the public safety, cause public inconvenience, and subject the Department to public criticism. All work shall be completed within the assigned time frame for each work order. The Contractor understands and agrees that performance will be expected in varying amounts and at various locations designated in the contract in accordance with the work orders authorized by the Engineer.

Should the Contractor fail to complete the work order within the completion time stipulated, the Contractor shall be liable and shall pay to the Department, not as a penalty but as liquidated damages, as specified in the following amounts:

<u>WORK ORDER CLASS</u>	<u>LIQUIDATED DAMAGE AMOUNTS</u>
Standard Work	\$50.00 Per Calendar Day
Completion Date Work	\$50.00 Per Calendar Day
Expedited Work	\$15.00 Per Hour

The Department will deduct these liquidated damages from the monies due or to become due to the Contractor from the Department.

The provisions of Article 108.09 of the Standard Specifications shall apply to contract completion date.

FAILURE TO COMPLETE THE WORK ON TIME (D1)

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of **\$1,025**, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

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

CALENDAR DAYS

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four (24) hours later.

A calendar day will be charged for every day shown on the calendar except as follows:

- a) When the temperature or wind chill factor, as officially reported by the United States Weather Bureau at Chicago O'Hare Field, reaches zero degrees Fahrenheit (0°F) or below during any portion of the day.
- b) When weather conditions, emergency conditions, and/or unforeseen highway operational reasons prevent shoulder or lane closures required for the work.
- c) When the Contractor requests and is denied approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer for lane, ramp, and shoulder closures required for the work on freeways and/or expressways in District One.
- d) During any legal holiday period as defined in Article 107.09.

If the Contractor is unable to complete a work order request due to extenuating circumstances, a written explanation must be submitted to the Engineer no later than seven (7) days prior to the allotted time frame deadline. The Contractor must receive written approval from the Engineer for an extension of time per work order. Validity of an extension of time will be determined by the Engineer and may either be approved or denied based on case by case specifics.

SCOPE OF TREE REMOVAL

This work shall be done in accordance with Section 201 of the Standard Specifications for all tree removal pay items (i.e. tree removal, limb removal, tree pruning, stump removal, selective clearing, and modified tree pay items herein). All trees to be removed shall be designated by the Engineer. In most cases, the trees will be previously marked with a painted number.

Any tree to be removed that is trapped within the access control fence shall be cut flush with the fence.

The removal of stumps shall be done with mechanical equipment normally used for this type of operation. The Engineer shall have the authority to determine what is considered acceptable stump removal equipment. Saws, axes and similar items shall not be considered proper equipment for removal of stumps over six (6) inches diameter.

The Engineer shall have the ultimate authority to approve the final condition of slash. Slash is acceptable at a maximum depth of two (2) inches. No slash shall be left in drainage ways and be blocking drainage structures. No slash shall be left in piles.

At all work sites, cleanup shall be done.

Clean up:

- The work area shall be kept free of debris by the Contractor. At no time shall empty herbicide containers, trash, or other material be allowed to accumulate at the project site. Parking areas, roads, sidewalks, paths, drainage ways, and paved areas shall be kept free of woody debris, mud, and dirt.
- All tools, empty containers, and all other debris generated by the Contractor shall be removed after work has been completed.
- Wood chips shall be removed and not blown back onto the site.
- Any damages caused by the Contractor including, but not limited to tire ruts, damage to turf, damage to trails, damage to road pavement, etc. shall be repaired by the Contractor, at the Contractor's own expense.
- In the event any vegetation designated to be preserved is damaged, the Contractor shall notify the Engineer within 24 hours. The Contractor shall be liable for remedying damages to plant material.
- Tree debris, logs, equipment, etc. should not be stored within clear zone.
- All cut trees and shrubs shall be removed off site within 24 hours.

RESPROUT HERBICIDE

Resprout herbicide will be defined as described in special provision Weed Control, Basal Treatment. Herbicide will be included as part of work for the following pay items:

- (X2010110) Tree Removal (6-15 Units Diameter), Expedited
- (20100110) Tree Removal (6 to 15 Units Diameter)
- (20100210) Tree Removal (Over 15 Units Diameter)
- (X2010210) Tree Removal (Over 15 Units Diameter), Expedited
- (X2010310) Tree Removal (Special)
- (X2010350) Tree Removal, Acres (Special)
- (Z0064800) Selective Clearing

If the inspection discloses any work as being unsatisfactory after thirty (30) days of active growing, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work within fourteen (14) calendar days. No additional compensation will be given. Removal and disposal of resprout growth will not be measured separately but shall be considered included as part of the pay item.

INACCESSIBLE STUMPS

In the event a stump is determined by the Engineer, to be inaccessible to stump removal equipment normally used for this type of operation, the stump shall be treated with a resprout herbicide approved by the Engineer to prevent regrowth from those stumps.

All stumps shall be cut flat with no sharp points, and less than two (2) inches of surrounding grade.

All stumps shall be treated with an approved resprout herbicide mixed with a marking dye within twenty-four (24) hours of the tree being cut to prevent regrowth from those stumps. Contractor's personnel applying the resprout herbicide shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture. The resprout herbicide shall be approved by the Engineer. Resprout herbicide shall be incidental to the cost of TREE REMOVAL pay items.

TREE LIMB REMOVAL (4 TO 10 INCHES DIAMETER) TREE LIMB REMOVAL (OVER 10 INCHES DIAMETER)

This work consists of removing limbs as required by the Engineer on existing plant material within the right-of-way according to the Section 201 of the Standard Specifications.

A limb will be defined as follows in either case:

- a) Considered any of the main branches arising from the trunk.
- b) Any part of the tree that overhangs into the right-of-way with an origination outside of the right-of-way (i.e. adjacent property)

Prior to beginning limb removal, the Engineer shall mark or otherwise indicate to the Contractor which tree limbs are to be removed. All limb removal shall be performed by an ISA Certified Arborist. The limb shall be removed as close as possible to the branch collar without wounding

the trunk of the tree. The branch collar shall not be injured or removed. Limb removal may also be directed by the Engineer due to certain circumstances that may arise.

Method of Measurement: Tree Limb Removal will be measured for payment in place as individual limbs are properly removed.

Basis of Payment: This work will be paid for at the contract unit price per each for TREE LIMB REMOVAL (4 TO 10 INCHES DIAMETER) and TREE LIMB REMOVAL (OVER 10 INCHES DIAMETER). Payment for tree limb removal shall include the cost of equipment, labor, removal, clean-up, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

**TREE LIMB REMOVAL (4 TO 10 INCHES DIAMETER), EXPEDITED
TREE LIMB REMOVAL (OVER 10 INCHES DIAMETER), EXPEDITED**

This work consists of removing limbs as required by the Engineer on existing plant material within the right-of-way according to the Section 201 of the Standard Specifications. Tree limb removal work will be designated on expedited work orders. The Contractor shall schedule work operations to complete expedited work orders within the specified time frame (i.e. 24-hour or 48-hour as identified on the work order).

A limb will be defined as follows in either case:

- a) Considered any of the main branches arising from the trunk.
- b) Any part of the tree that overhangs into the right-of-way with an origination outside of the right-of-way (i.e. adjacent property)

Prior to beginning limb removal, the Engineer shall mark or otherwise indicate to the Contractor which tree limbs are to be removed. All limb removal shall be performed by an ISA Certified Arborist. The limb shall be removed as close as possible to the branch collar without wounding the trunk of the tree. The branch collar shall not be injured or removed. Limb removal may also be directed by the Engineer due to certain circumstances that may arise.

Method of Measurement: Tree Limb Removal will be measured for payment in place as individual limbs are properly removed.

Basis of Payment: This work will be paid for at the contract unit price per each for TREE LIMB REMOVAL (4 TO 10 INCHES DIAMETER), EXPEDITED and TREE LIMB REMOVAL (OVER 10 INCHES DIAMETER), EXPEDITED. Payment for tree limb removal shall include the cost of equipment, labor, removal, clean-up, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

**TREE REMOVAL (6-15 UNITS DIAMETER), EXPEDITED
TREE REMOVAL (OVER 15 UNITS DIAMETER), EXPEDITED**

All work, materials, and equipment shall conform to Section 201 of the Standard Specifications except as modified herein. Tree removal work will be designated on expedited work orders. The Contractor shall schedule work operations to complete expedited work orders within the specified time frame (i.e. 24-hour or 48-hour as identified on the work order).

Method of Measurement: This work will be measured according to Article 201.10(b)(1).

Basis of Payment: This work will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6-15 UNITS DIAMETER), EXPEDITED and TREE REMOVAL (OVER 15 UNITS DIAMETER), EXPEDITED. Payment for tree removal shall include the cost of equipment, labor, removal, resprout herbicide application, clean-up, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

TREE REMOVAL (SPECIAL) – WITHIN NARROW AREAS

Description: This work shall be done in accordance with Section 201 of the Standard Specifications for Tree Removal, except this work shall consist of extensive removal and disposal of trees, shrubs, and brush growing between existing walls and fences in a designated area. Tree Removal (Special) shall include removal of extensive amounts of litter and debris encountered during tree removal operations. Operations shall take place in areas difficult to access (i.e. narrow areas less than three (3) feet wide).

Trees shall be treated with a resprout herbicide approved by the Engineer.

All stumps shall be cut flat with no sharp points, and less than two (2) inches of surrounding grade.

All stumps shall be treated with an approved resprout herbicide mixed with a marking dye within twenty-four (24) hours of the tree being cut to prevent regrowth from those stumps. Contractor's personnel applying the resprout herbicide shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture. The resprout herbicide shall be approved by the Engineer. Resprout herbicide shall be included in the cost of TREE REMOVAL (SPECIAL).

All trees and shrubs to be saved shall be carefully protected as described by Article 201.05 of the Standard Specifications. Vegetation to be saved shall be designated by the Engineer.

Damages to existing vegetation, such as broken limbs, or other plantings or roadside appurtenances caused by the Contractor's tree removal or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

Special equipment may be required to cut weed trees and brush on steep slopes, in narrow areas, and for working around posts, poles, trees, shrubs, along fences and concrete retaining walls and noise walls.

Method of Measurement: TREE REMOVAL (SPECIAL) will be measured in units of 1000 square feet. Areas not meeting the satisfaction of the Engineer shall not be measured for payment.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work within forty-eight (48) hours. Work that is not acceptable on the inspection date will not be measured for payment. Individual areas will not be measured for payment if any portion of the area has not been completed to the satisfaction of the Engineer.

Basis of Payment: Tree removal shall be paid for at the contract unit price per unit for TREE REMOVAL (SPECIAL). Payment for TREE REMOVAL (SPECIAL) shall include the cost of all material, equipment, labor, removal, herbicide application, disposal, cleanup, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

TREE REMOVAL, ACRES (SPECIAL)

Project objectives and general requirements:

- 100% removal via mechanical and/or hand cutting methods of woody plant material (trees and shrubs).
- Disposal of all cut trees, shrubs, and chips should be hauled off-site.
- Preservation of all native shrubs and trees that are marked with green flagging.
- Protection of soils from compaction, erosion and disturbance. Restoration of areas disturbed for access by clearing equipment.
- Tree Removal, Acres (Special) shall include removal of typical amounts of litter and debris encountered during tree removal operations.
- Tree Removal, Acres (Special) shall include the use of a forestry mower to manage minor woody vegetation, grind slash, stumps under 6", and any remaining woody plant debris down to the surface of the soil to prepare the site for future native seeding.
- Damages to existing vegetation to remain, such as broken limbs, frayed limbs, or other plantings or roadside appurtenances caused by the Contractor's tree removal or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

Project Preparation

This shall include preparation of a clearing access plan and identification of sensitive natural resources. Mechanical clearing operations shall not begin until the Engineer indicates that ground conditions are appropriate to commence mechanical work.

A site visit prior to work shall be arranged with the Contractor and the Engineer. Extreme care shall be taken when conducting work within the work site to lessen damage to native vegetation to remain.

Submittals

Contractor shall provide the Engineer with a list of herbicides, surfactants, water conditioners, dyes, pH balancers, and other chemicals and adjuvants to be used for implementation of this project.

Prior to commencement of any work, submit to the Engineer a written description of all mechanical equipment and its intended use during the execution of the work.

Tree Removal and Initial Cut Stump Treatment

All cutting of material shall be completed via mechanical (e.g., tracked skid-loaders, forestry mowers) and/or hand cutting (chain saws, clearing saws) methods. Any mechanized clearing equipment must be approved for use on the work site prior to its implementation.

In general, mechanical cutting equipment with all steel tracks or a ground pressure rating of greater than 9.0 psi will not be allowed unless the Contractor can adequately demonstrate that the use of such equipment will not cause adverse rutting/soil compaction to the work site and will not damage the pavement adjacent to the work site.

The Engineer may specify certain areas as "HAND CLEAR ONLY" to be avoided by mechanical equipment or access paths. In these areas, the Contractor is prohibited from using mechanical clearing equipment due to sensitive site conditions.

All woody trees and shrubs over two (2) feet in height of any diameter, including protruding stumps or fallen trees within the defined area shall be removed. Any woody vegetation under two (2) feet in height shall be treated with a foliar herbicide or resprout herbicide.

All stumps shall be cut flat with no sharp points, and less than two (2) inches of surrounding grade.

All stumps not removed due to severe slopes or the inaccessibility for stump grinding equipment shall be treated with an approved resprout herbicide mixed with a marking dye within twenty-four (24) hours of the tree being cut to prevent regrowth from those stumps.

All herbicides shall be applied according to the manufacturer's label specifications. Contractor personnel applying the resprout herbicide shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture.

The resprout herbicide shall be approved by the Engineer.

The Contractor shall maintain copies at the project site of all current pesticide herbicide labels and Material Safety Data Sheets (MSDS) for all chemicals utilized during completion of the work.

Preserved Vegetation

Branches on remaining trees shall be pruned off up to eight (8) feet from the ground or as directed by the Engineer.

The Contractor shall prune dead branches, sucker growth, and broken or objectionable branches of shrubs to remain. Shrubs may require hard pruning, rejuvenation pruning, or as directed by the Engineer.

Method of Measurement: The Contractor will be provided with work orders specifying the quantity of TREE REMOVAL, ACRES (SPECIAL). After thoroughly reviewing field conditions but prior to the commencement of any work, the Contractor must either sign the work order agreeing to the accuracy of quantities or provide a detailed written request to modify the work order. No work shall begin until after the Contractor and Engineer have signed the AUTHORIZATION OF WORK.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work within forty-eight (48) hours. Work that is not acceptable on the inspection date will not be measured for payment. Individual areas will not be measured for payment if any portion of the area has not been completed to the satisfaction of the Engineer.

Resprout herbicide shall be included in the cost of TREE REMOVAL, ACRES (SPECIAL).

Basis of Payment: Tree removal shall be paid for at the contract unit price per acre for TREE REMOVAL, ACRES (SPECIAL). Payment for TREE REMOVAL, ACRES (SPECIAL) shall include the cost of all material, equipment, labor, removal, herbicide application, disposal, cleanup, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

**TREE PRUNING (1 TO 10 INCH DIAMETER), EXPEDITED
TREE PRUNING (OVER 10 INCH DIAMETER), EXPEDITED**

All work, materials, and equipment shall conform to Section 201 of the Standard Specifications except as modified herein. Tree pruning work will be designated on expedited work orders. The Contractor shall schedule work operations to complete expedited work orders within the specified time frame (i.e. 24-hour or 48-hour as identified on the work order).

Method of Measurement: This work will be measured according to Article 201.10(d)(4).

Basis of Payment: This work will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER), EXPEDITED and TREE PRUNING (OVER 10 INCH DIAMETER), EXPEDITED. Payment for tree pruning shall include the cost of equipment, labor, removal, clean-up, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE

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

Pruning will be done on trees where safety and equipment clearance is needed along forest preserves and/or heavily wooded roadsides. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning standard. Plant material shall be pruned to provide a minimum vertical clearance of 20 ft from the finished surface of the road bed and shoulders. Pruning for sight distance and other safety purposes shall be as shown on the plans or as directed by the Engineer.

If a dead and/or hazardous limb is found to be at a higher elevation than the pruning clearance requirement, the Contractor shall prune the limb and will not be paid separately.

Pruning for Safety and Equipment Clearance will be designated on work orders.

Method of Measurement: Pruning for safety and equipment clearance will be measured for per unit of linear feet per traffic direction, where one (1) unit is equal to one hundred (100) linear feet.

The start and end points of measurement will be from outer edge to outer edge of tree as determined by the Engineer. If pruning operations exceed (25) linear feet or more until the next tree canopy to be pruned, measurement will not be considered beyond the edge of canopy. Measurement will continue when pruning operations continue on the next tree canopy is worked on.

Basis of Payment: Pruning for Safety and Equipment Clearance will be paid for at the contract unit price per unit linear feet for PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE.

SELECTIVE CLEARING

Description. This work shall consist of extensive removal and disposal of shrubs, brush, debris (including rocks, bottles, etc.) and selected trees up to six (6) inches (150 mm) in diameter. Selective clearing shall include removal of typical amounts of litter and debris encountered during tree removal operations. All trees and shrubs to be saved shall be carefully protected as provided by Article 201.05 of the Standard Specifications. Locations for selective clearing and vegetation to be saved shall be designated by the Engineer.

Damages to existing vegetation to remain, such as broken limbs, or other plantings or roadside appurtenances caused by the Contractor's tree removal or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.

The undesirable trees and brush (i.e. Siberian Elm, Boxelder, European Buckthorn, Mulberry, etc.) shall be cut flush with the ground. All stumps shall be cut flat with no sharp points, and less than two (2) inches of surrounding grade.

All stumps shall be treated with an approved resprout herbicide mixed with a marking dye within twenty-four (24) hours of the tree being cut to prevent regrowth from those stumps. Resprout herbicide shall be included in the cost of SELECTIVE CLEARING.

All herbicides shall be applied according to the manufacturer's label specifications. Contractor's personnel applying the resprout herbicide shall have a valid pesticide applicator license issued by the Illinois Department of Agriculture.

Branches on remaining trees shall be pruned off up to twelve (12) feet from the ground.

All cleared areas shall be graded, trimmed, smoothed, and finished uniformly to the satisfaction of the Engineer with equipment approved by the Engineer. Disposal of material shall be done in accordance with Article 202.03.

Method of Measurement. Selective Clearing will be measured in units of 1,000 square feet (90 square meters). The unit price shall include the cost of all material, equipment, labor, disposal and incidental items required to complete the work as specified herein and to the satisfaction of the Engineer.

If the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions and correct the unsatisfactory work. Areas not meeting the satisfaction of the Engineer shall not be measured for payment. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

Basis of Payment: This work will be paid for at the contract unit price per unit for SELECTIVE CLEARING. Payment for Selective Clearing shall include the cost of all minor grading, debris removal and disposal, trimming, pruning, smoothing, finishing, labor, materials, tools and equipment required to complete the work as specified herein and to the satisfaction of the Engineer.

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS: 701001-02, 701006-05, 701106-02, 701201-05, 701301-04, 701311-03, 701421-08, 701422-10, 701427-05, 701501-06, 701502-09, 701601-09, 701606-10, 701611-01, 701701-10, 701801-06, 701901-08

DETAILS: (TC-10) Traffic Control and Protection for Side Roads, Intersections, and Driveways
(TC-17) Traffic Control and Protection for Freeway Shoulder Closure and Partial Ramp Closure

SPECIAL PROVISIONS:

- Public Convenience and Safety (District 1)
- Maintenance of Roadway (D1)
- Work Zone Traffic Control (D-1 Maintenance)
- Failure to Open Traffic Lanes to Traffic
- Traffic Control and Protection (Arterials)
- Traffic Control and Protection (Expressways)
- Keeping Arterial Roadways Open to Traffic (Lane Closures Only)
- Keeping Arterial Roadways Open to Traffic (With 15 MIN Full Stops)
- Keeping the Expressway Open to Traffic
- Automated Flagger Assistance Devices (BDE)
- Vehicle and Equipment Warning Lights (BDE)
- Work Zone Traffic Control Devices (BDE)

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION (SPECIAL)**.

Temporary pavement markings will be paid for separately unless shown on a Standard.

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: March 8, 1996

Revised: April 1, 2019

Description. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

General. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Additional requirements for traffic control devices shall be as follows.

- (a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and Section 701 of the Standard Specifications. Failure to meet this requirement will be subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.

(b) Sign Requirements

- (1) Sign Maintenance. Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply.
- (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the existing posted speed limit, work zone speed limits shall be established and signed as follows.
 - a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 4200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign. If existing speed limit is over 65mph then additional signage should be installed per 701400.
 - b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
- (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.

- (c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light.

To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, exit ramp gores, or staged construction projects lasting more than 12 hours. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.
- (e) Temporary Concrete Barrier Wall. Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of sections of the temporary concrete barrier wall as shown in Standard 704001. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).
- (f) Flaggers. One flagger will be required for each separate activity of an operation that requires frequent construction vehicles to enter or leave a work zone to or from a lane open to traffic. Temporary traffic control and flagger position shall be according to District One Detail TC-18 – Expressway Flagging, or as directed by the Engineer.
- (g) Full Expressway Closures. Full Expressway Closures will only be permitted for a maximum of 15 minutes during the allowable hours listed in the Keeping the Expressway Open to Traffic Special Provision. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. The Contractor will be required to provide one changeable message sign to be placed at the direction of the Engineer. The sign shall display a message as directed by the Engineer. A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of the planned work; including all stage changes. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location. The District One Expressway Traffic Control Supervisor (847-705-4151) shall be contacted at least 3 working days in advance of the proposed road closure and will coordinate the closure operation with police forces.

Method of Measurement. This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701406, 701411, 701416, 701426, 701428, 701446, 701901 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

Basis of Payment.

- (a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all Expressway traffic control devices required in the plans and specifications.

In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS) will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1 \pm (X - 0.1)]$$

Where: "P" is the bid unit price for Traffic Control and Protection

Where: "X" =	$\frac{\text{Difference between original and final sum total value of all work items for which traffic control and protection is required}}{\text{Original sum total value of all work items for which traffic control and protection is required.}}$
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The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

Temporary traffic control costs due to delay will be paid for according to the Compensable Delay Costs (BDE) Special Provision.

- (b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.
- (c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.
- (d) Temporary concrete barrier wall will be measured and paid for according to Section 704.
- (e) Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.

- (f) Temporary pavement markings shown on the Standard will be measured and paid for according to Section 703 and Section 780.
- (g) All pavement marking removal will be measured and paid for according to Section 703 or Section 783.
- (h) Temporary pavement marking on the lower slope of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6”.
- (i) All barrier wall reflectors will be measured and paid for according to Section 782.
- (j) The Changeable Message Sign required for Full Expressway Closures shall not be paid for separately.

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Effective: March 22, 1996
 Revised: October 9, 2020

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractors’ personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer at www.idotlcs.com twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and 7 days in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

LOCATION:

In addition to the hours noted above, temporary shoulder and non-system interchange partial ramp closures are allowed weekdays between 9:00 A.M. and 3:00 P.M. and between 7:00 P.M. and 5:00 A.M. or as approved by the Expressway Traffic Operations Engineer.

Narrow Lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st. Permanent shoulder closures per District Detail TC-17 will only be permitted if called for in the plans or as approved by the Expressway Traffic Operations Engineer.

Full Expressway Closures will only be permitted for a maximum of 15 minutes at a time during the low traffic volume hours of 1:00 A.M. to 5:00 A.M. Monday thru Friday and from 1:00 A.M. to 7:00 A.M. on Sunday. During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using Freeway Standard Closures. Police forces should be notified and requested to close off the remaining lane at which time the work item may be removed or set in place. The District One Expressway Traffic Control Supervisor (847-705-4151) **shall be** notified at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of the proposed road closure and will coordinate the closure operations with police forces. Liquidated Damages as specified in the Failure to Open Traffic Lanes to Traffic for One lane or ramp blocked shall be assessed to the Contract for every 15 minutes beyond the initial 15 minutes all lanes are blocked.

All stage changes requiring the stopping and/or the pacing of traffic shall take place during the allowable hours for Full Expressway Closures and shall be approved by the Department. The Contractor shall notify the District One Expressway Traffic Control Supervisor at least 3 working days (weekends and holidays DO NOT count into this 72 hours notification) in advance of any proposed stage change.

A Maintenance of Traffic Plan shall be submitted to the District One Expressway Traffic Control Supervisor 14 days in advance of any stages changes or full expressway closures. The Maintenance of Traffic Plan shall include, but not be limited to: lane and ramp closures, existing geometrics, and equipment and material location.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer. Also, the contractor shall promptly remove their lane closures when Maintenance forces are out for snow and ice removal.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures (includes the taper lengths) without a three (3) mile gap between each other, in one direction of the expressway, shall be on the same side of the pavement. Lane closures on the same side of the pavement with a one (1) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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

Check barricades shall be placed every 1000' within a lane closure to prevent vehicles from driving through closed lanes.

Temporary ramp closures for service interchanges will only be permitted at night during the restricted hours listed for temporary one-lane closures within the project limits. However, no two (2) adjacent entrance and exit ramps in one direction of the expressway shall be closed at the same time.

Freeway to freeway (system interchange) full ramp closures for two lane ramps will not be permitted. Partial ramp closures of system ramps may be allowed during the 1-lane closure hours above. System ramp full closures for single lane ramps are only permitted for a maximum of four (4) hours

- between the hours of 1:00 a.m. and 5:00 a.m. on Monday thru Friday
- between the hours of 1:00 a.m. and 6:00 a.m. on Saturday, and
- between the hours of 1:00 a.m. and 7:00 a.m. on Sunday.

The Contractor shall furnish and install large (48" X 48") "DETOUR with arrow" signs as directed by the Engineer for all system ramp closures. In addition, one portable changeable message sign will be required to be placed in advance of the ramp closure. The cost of these signs and PCMS board shall be included in the cost of traffic control and protection (6 static signs maximum per closure).

Should the Contractor fail to completely open, and keep open, the ramps to traffic in accordance with the above limitations, the Contractor shall be liable to the Department for liquidated damages as noted under the Special Provision, "Failure to Open Traffic Lanes to Traffic".

WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)

Effective: May 30, 2006

Revised: June 15, 2010

Revise Article 701.19 Method of Measurement to read:

"Traffic Control and Protection will not be measured for payment."

Revise Article 701.20 Basis of Payment to read:

"(a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

(b) Work or revisions in the phasing of construction or maintenance operations may require traffic control to be installed in accordance with a Standard other than those included in the plans. In such cases, the Standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added Standards will be according to Article 109.04. Revisions or modifications to increase the traffic control protection shown in the contract shall be submitted by the Contractor for approval by the Engineer. A reduction of the traffic control shown in the contract will not be allowed."

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003

Revised: August 10, 2017

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

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

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

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

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

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

One lane or ramp blocked = \$1,000

Two lanes blocked = \$2,500

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

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS)

Effective: January 22, 2003

Revised: August 10, 2017

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

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

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

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

Full closure of all arterial lanes in one or both directions will only be permitted for a maximum of 15 minutes at a time **Sunday through Thursday between the hours of 9:00 PM and 5:00 AM.** During full roadway closures, the Contractor will be required to reduce the roadway to only one open traffic lane in the affected direction(s) of travel using the appropriate State Standard(s) and District Detail(s). Police forces shall be notified and requested to close the remaining lane to facilitate the necessary work activities, except that a flagger may be substituted for daytime closures with the approval of the Engineer. The Contractor shall notify the District One Arterial Traffic Control Supervisor at 847-705-4470 at least three (3) working days (weekends and holidays DO NOT count into this notification time) in advance of the proposed road closures.

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

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

One lane or ramp blocked = \$1,000

Two lanes blocked = \$2,500

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

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Effective: March 22, 1996
Revised: February 9, 2005

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$1,000

Two lanes blocked = \$2,500

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

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, “MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)”, dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled “STOP” and “SLOW” signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped “STOP” sign on one side and a diamond shaped “SLOW” sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the “STOP” sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the “STOP” sign face and white or yellow flashing lights within the “SLOW” sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the “STOP” sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the “SLOW” sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A “WAIT ON STOP” sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the “STOP” sign is displayed and rises to a vertical position when the “SLOW” sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

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: November 1, 2014

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 using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

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* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

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

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DB.E.UP@illinois.gov.

- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) 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.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021
 Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). 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. 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.

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 PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 1, 2022

FEDERAL AID CONTRACTS. 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, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

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."

STATE CONTRACTS. 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 <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. 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."

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012

Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

Method of Measurement: The unit of measurement is in hours.

Basis of Payment: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

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

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted 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

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 set-up and use of the device as well as a detailed drawing of the device.”

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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 manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, 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 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-16 compliant is available, an NCHRP 350 or MASH-2009 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.

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

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

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.