

146

March 7, 2025 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 62X91
Various Counties
Section 2024-SWP-009(VAR)
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. March 7, 2025 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62X91
Various Counties
Section 2024-SWP-009(VAR)
Various Routes
District 1 Construction Funds**

The work to be done under Arterial Cleaning shall consist of the pickup, removal and satisfactory disposal of limbs, sticks, leaves, sand, stones, dirt, weeds, debris, deceased animal carcasses, refuse, litter and any other rubbish. Location is on various State maintained arterial routes located within Kane and McHenry Counties.

- 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

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	79
2	Subletting of Contracts (Federal-Aid Contracts)	82
3	X EEO	83
4	X Specific EEO Responsibilities Nonfederal-Aid Contracts	93
5	X Required Provisions - State Contracts	98
6	Asbestos Bearing Pad Removal	104
7	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	105
8	Temporary Stream Crossings and In-Stream Work Pads	106
9	Construction Layout Stakes	107
10	Use of Geotextile Fabric for Railroad Crossing	110
11	Subsealing of Concrete Pavements	112
12	Hot-Mix Asphalt Surface Correction	116
13	Pavement and Shoulder Resurfacing	118
14	Patching with Hot-Mix Asphalt Overlay Removal	119
15	Polymer Concrete	121
16	Reserved	123
17	Bicycle Racks	124
18	Temporary Portable Bridge Traffic Signals	126
19	Nighttime Inspection of Roadway Lighting	128
20	English Substitution of Metric Bolts	129
21	Calcium Chloride Accelerator for Portland Cement Concrete	130
22	Quality Control of Concrete Mixtures at the Plant	131
23	Quality Control/Quality Assurance of Concrete Mixtures	139
24	Reserved	155
25	Reserved	156
26	Temporary Raised Pavement Markers	157
27	Restoring Bridge Approach Pavements Using High-Density Foam	158
28	Portland Cement Concrete Inlay or Overlay	161
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	Longitudinal Joint and Crack Patching	168
31	Concrete Mix Design – Department Provided	170
32	Station Numbers in Pavements or Overlays	171

TABLE OF CONTENTS

LOCATION OF IMPROVEMENT	1
DESCRIPTION OF IMPROVEMENT.....	1
CONTRACT COMPLETION DATE	2
PROSECUTION OF THE WORK	2
FAILURE TO COMPLETE THE WORK ON TIME	2
INTERPRETATION OF QUANTITIES.....	3
GENERAL REQUIREMENTS	3
ARTERIAL HIGHWAY CLEANING.....	7
SUPPLEMENTAL SWEEPING	9
ARTERIAL HIGHWAYS TO BE CLEANED.....	11
WOODSTOCK TEAM SECTION CLEANING LOCATIONS	11
ST. CHARLES TEAM SECTION CLEANING LOCATIONS.....	12
“NO PARKING” SIGN POSTINGS FOR ARTERIAL STREET SWEEPING	13
TRAFFIC CONTROL PLAN	14
PUBLIC CONVENIENCE AND SAFETY (D1)	14
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)	15
COMPENSABLE DELAY COSTS (BDE).....	16
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	19
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE).....	21
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE).....	24
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE).....	24
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)	26
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE).....	26
SUBMISSION OF BIDDERS LIST INFORMATION (BDE).....	27
SUBMISSION OF PAYROLL RECORDS (BDE).....	27
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE).....	28
WEEKLY DBE TRUCKING REPORTS (BDE)	28
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	29

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 2024-SWP-009(VAR), Various Counties, Contract No. 62X91 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 2024-SWP-009(VAR)
Various Counties
Contract No. 62X91

LOCATION OF IMPROVEMENT

This work is located on various State maintained arterial routes located within Kane and McHenry Counties.

DESCRIPTION OF IMPROVEMENT

The work to be completed under this contract is divided in to two (2) categories: (I) Arterial Cleaning, (II) Supplemental Sweeping. The work to be done under Arterial Cleaning shall consist of the pickup, removal and satisfactory disposal of limbs, sticks, leaves, sand, stones, dirt, weeds, debris, deceased animal carcasses, refuse, litter and any other rubbish which has accumulated on the highway areas hereinafter described as the areas to be cleaned. After each cleaning cycle all areas must present an appearance which is completely satisfactory to the Engineer. Adequate equipment and hand labor are to be provided to accomplish the work to the satisfaction of the Engineer. Specific provisions for two categories of work will be described in subsequent pages of these Special Provisions.

CONTRACT COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work and open all roadways to traffic on or before **December 31, 2027.**

The Provisions of Article 108.09 of the Standard Specification shall apply to the contract completion date.

PROSECUTION OF THE WORK

The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any work on this Contract. Terms of Contract are specified in these Special Provisions.

The contractor shall understand before bidding that the plan, the schedule of starting and completion dates may be revised due to the Department's operational needs. There is no guaranteed minimum or maximum of any Pay Item Work.

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Interim Completion Date (via Calendar 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 \$1,425.00, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly considers 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 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.

INTERPRETATION OF QUANTITIES

The quantities shown in the Summary of Quantities are approximate to perform the cleaning work that may occur during the Term of Contract.

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

GENERAL REQUIREMENTS

1. **WORK AUTHORIZATION AND APPROVAL:** The Engineer will verbally instruct the contractor on the type and the location of work to be performed (Full Arterial Cleaning and Supplemental Sweeping). The Contractor shall contact the Engineer by telephone, no later than 6:30 AM, each workday (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation), to coordinate and obtain approval for daily work. At least **72 hours** in advance of work on Saturdays, Sundays, or holidays (including holidays observed by the Illinois Department of Transportation). Verbal work authorization instructions will be followed by written confirmation by the Engineer. The Contractor shall not revise the sequence of daily planned work without the Engineer's approval.

No Daily Contractor Work Requests / Scheduling shall be authorized or approved to start when it is determined by the Engineer that weather conditions will be unfavorable. Approval of all Daily Contractor Work Schedule Requests shall be solely determined by the Engineer.

Because sweeping operations need water to work effectively, sweeping will not proceed if temperatures are forecasted by the Department's consulting meteorologists to drop below 32°F. All shoulders and curb lines must be free of any existing snow and or ice. Dry sweeping shall be allowed only if it is considered an emergency, immediate hazard, or any work as designated by the Department that requires first priority corrective action.

The Contractor shall repeat work that is not satisfactory. If after inspection the Engineer determines the work is to be repeated, the Engineer will verbally instruct the Contractor on the type and the location of the work to be repeated by 11:30 AM of the 3rd day (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation).

After satisfactory completion of the work, the Contractor will be furnished a written document of acceptance. Written authorization and/or acceptance of work will be made via email.

If a section of roadway scheduled to be cleaned cannot be completed due to unforeseen highway operational reasons; including, but not limited to, areas of roadway under construction during the period of the contract and emergency conditions resulting in closures or restrictions for safety purposes, that portion(s) of a cleaning cycle shall be deleted from the work order. The section of roadway deleted may be returned to the contract, at the direction of the Engineer, when highway operational reasons no longer require the section of roadway to be deleted. When a section of roadway is returned to the contract the work will be paid at the same percentage of the cycle that was deleted and no additional compensation will be allowed. The Contractor shall indicate all sections of roadway deleted from the cleaning cycle, including mileage and the reason for deletion, on the Report of Contractor's Daily Work.

2. PERFORMANCE OF WORK:

- A. Work Direction: Cleaning equipment and workers will move in the same direction as traffic.
- B. Damage to State Property: The Contractor must perform the work in a manner that will not disturb or damage State Property. Curbs, guardrails, fences, railings, light poles, delineators, semi-permanent cones and barricades, signs and the like must not be damaged or disturbed. If State property is damaged or disturbed, the cost of repairs or replacement will be borne by the Contractor.
- C. Inconvenience: The Contractor will prosecute the work in a manner that will minimize the inconvenience to the motoring public. The Contractor shall create neither air pollution with dust nor hazardous conditions with water on the pavement.
- D. Traffic Obstruction: Should the operations of the Contractor be performed in a manner that causes traffic to congest to a degree which is unsatisfactory to the Engineer, the Contractor will, at the discretion of the Engineer, cease work until the Engineer decides work can resume without undue traffic congestion.
- E. Disposal of Waste: Removal and disposal of all waste and deceased animal carcasses collected during the prosecution of this work will be the responsibility of the Contractor and will be disposed of by the Contractor at his expense. If the deceased animal carcasses are of nominal size the contractor shall contact the Engineer and request that it be disposed of in another approved manner. All applicable laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor. This applies especially to spillage, covered loads in trucks and legal dumping depots such as a commercial land fill operation.
- F. Flushing: Flushing shall not be done without receiving written approval from the Engineer. If approved, care shall be taken to prevent flushing waste into traffic or creating a hazard to traffic in areas being flushed. Flushing shall not be used for cleaning under and behind guardrail or to clean the shoulders. Waste shall not be flushed outside of the area to be cleaned. All Water Trucks should have **down facing** nozzles as to not move debris outside of the cleaning area. Vehicles without the proper nozzle will be removed for the project until they are in good working order and meet the requirements.

- G. Solid Waste Management Site: The Contractor will not be allowed to use any State right-of-way or any existing Department solid waste management site as part of this contract. The Contractor may procure an Illinois Environmental Protection Agency, Bureau of Land permit to develop and operate a private solid waste management site to transfer non-hazardous waste generated from street sweeping. The cost of developing and operating a private solid waste management site shall be considered as included in the contract unit prices bid for the work, and no additional compensation will be allowed.
- H. Sweeper Speed Limit: At no time shall the sweeping unit and any related vehicles in the sweeping train exceed **15** miles per hour in speed while performing any work.
3. **EQUIPMENT AND LABOR**: The Contractor is hereby informed and shall understand that sufficient equipment and labor force shall be provided and maintained so that the various cleaning cycles and work orders are satisfactorily completed within the allotted time and that cleaning cycles are started in close conformance with the determined schedule during the preconstruction meeting regardless of overlapping.

The Contractor, taking into consideration lost workdays due to weather, will be expected to provide the necessary number of sweeping units and labor force to satisfactorily complete the Full Arterial Cleaning Cycle and Supplemental Sweeping on time. The Contractor shall provide adequate and sufficient supervision, equipment, and labor to ensure a satisfactory, safe completion of all work to meet the cleaning schedules determined in the preconstruction meeting.

Due to heavy accumulation of dirt and rubbish during the winter months, the First Full Arterial Cleaning Cycle will require a concentrated effort of equipment and manpower to satisfactorily complete the work on time. Multiple cleanings of the same areas may be required before obtaining satisfactory results and acceptance by the Engineer.

Personnel shall be provided with hand tools to clean areas that are not accessible to sweeping equipment. These areas include:

- The tops of raised medians
- Aggregate or stone shoulders, regardless of width
- Under and within 10 feet behind all guardrails, regardless of surface type
- Drainage swales, roadway runoff areas, and sidewalks
- Curb lines, where compacted dirt must be loosened

Hand labor is also required for removing all rubbish, debris, and litter, including but not limited to sand, rocks, gravel, concrete, wood, tree limbs, leaves, weeds, garbage, and animal carcasses, from all surfaces on arterial roadways.

Labor, material, and equipment will remain on State right-of-way only for such time as is necessary to successfully prosecute the cleaning work required by the contract. Maintenance or over-night parking of equipment will not be permitted on State right-of-way.

All Contractor vehicles are to be equipped with two-way radios at all times. The Contractor shall furnish a total of ten (10) two-way mobile communication devices meeting the approval of the Engineer as a means of expediting and maintaining communication with the Engineers. The Contractor shall provide and maintain two-way mobile communication devices in State and Consultant vehicles designated by the Engineer. The communication devices shall be operated on the same frequency as the Contractor's supervisor's vehicles. The communication devices shall remain in the State and Consultant vehicles until completion of the contract.

Follow vehicles are to be equipped with a truck mounted impact attenuator at all times per cleaning train basis, in accordance with the plan sheets District One details for typical application of traffic control devices for highway cleaning operations.

All vehicles are to be equipped with high intensity amber strobes. Strobes, headlights, and flashers shall be displayed at all times when work is performed.

All personnel working under this contract will be required to wear an approved State OSHA Standard that IDOT adheres to flagger vest when not in a vehicle.

4. **DRAINAGE SWALES AND STRUCTURES:** Particular care shall be taken to prevent dirt and rubbish from being pushed into roadway drainage structures. All bridges located within the specified limits of the Arterials that have drainage structures (scuppers, inlets, floor drains etc.) shall be cleaned by utilizing vacuum type sweepers or other approved equipment and methods that will prevent dirt and rubbish from being deposited into the drainage structures. All drainage structures, frames and lids and swales (within 10') shall be cleaned regardless of water and/or material in the structure. Material removed from these areas must be removed from the site and not disposed of in an unsatisfactory manner. The cost of removal of any such waste shall be the responsibility of the Contractor. This work shall be included in the price of the Full Arterial Cleaning Cycles.
5. **EXTRA WORK:** If the Contractor is required by the Engineer to perform cleaning work other than that delineated in these Special Provisions, payment for such work will be in accordance with Article 109.04 of the Standard Specifications.
6. **QUANTITIES:** The quantities of cleaning cycles and curb miles specified in this contract are estimated amounts and are intended as approximations to be used for bidding purposes only. The contractor shall understand before bidding that all individual estimated shoulder and curb mile limits shown for each arterial route will stand as shown regardless of whether the mileage is low or high. No additional mileage compensation will be allowed. It shall be understood that the unit prices of this contract will prevail throughout the period of this contract.

ARTERIAL HIGHWAY CLEANING

1. **LOCATION AND LIMITS OF CLEANING:** The limits of each arterial to be cleaned with the Full Arterial Cleaning Cycles shall be the portions of the arterials as specified in ARTERIAL HIGHWAYS TO BE CLEANED and as indicated in the plans. Areas to be cleaned are those with various surfaces, including but not limited to; under guardrail and paved areas behind the guardrail or to the State right-of-way whichever is shorter, islands/medians (including thermoplastic striped and painted), turn bays, ramps, roadway crossovers, medians regardless of surface type (striped, raised, corrugated, barrier, painted and turf), curbs, gutters, gores (including thermoplastic striped and painted), stabilized shoulders, aggregate shoulders regardless of width, wheel guards, bridge decks, bridge medians, bridge sidewalks, walkways underneath bridges and traveled lanes as required including all ramps, all intersections and all interchanges. Corrugated medians shall require hand laboring. Sidewalks that are on or underneath bridges are to be cleaned under the terms of this contract.

The Contractor's attention is called to the fact that the limits shown do not necessarily reflect continuous cleaning operations. Those portions with guardrail, paved shoulders, aggregate shoulders (regardless of width), medians, islands, including painted and striped, or curb and gutter are to be cleaned as evidenced by the entire route limits. These are numbered by Team Section and are shown on the location maps in the plans.

2. **DEFINITIONS:**
 - A. Full Arterial Cleaning Cycle: Complete cleaning of all contract areas within the limits of all the arterial highways specified herein, including debris, rubbish and litter which has accumulated over the seasons, shall be considered a Full Arterial Cleaning Cycle. Mechanical and/or hand sweeping will be required to remove debris, rubbish and litter that has accumulated.
3. **SCHEDULE OF CLEANING:** The Full Arterial Cleaning Cycle shall be completed within 40 calendar days regardless of overlap. Full Arterial Cleaning Cycles shall start in close conformity with the starting dates shown on the Work Order.

No work shall be performed by the contractor without the issuance of a work order authorizing the work. Work orders may be issued for this contract from April 1 to November 1 of the Term of Contract. A work order will show the type of work, date issued to the contractor, work order number, location, limits, quantity, and completion date.

NO work will be allowed Day or Night on the following Holidays unless it is considered an emergency, immediate hazard or any work as designated by the Department that requires first priority corrective action:

<u>2025:</u>	April 18 – April 21	Easter Holiday
	May 23 – May 27	Memorial Day Holiday
	July 3 – July 7	Independence Day Holiday
	November 26 – December 1	Thanksgiving Holiday
	December 22 to January 1	Christmas/New Year's Holiday

<u>2026:</u>	April 3 – April 6 May 23 – May 27 July 3 – July 7 November 25 – December 1 December 21 to January 1	Easter Holiday Memorial Day Holiday Independence Day Holiday Thanksgiving Holiday Christmas/New Year’s Holiday
<u>2027:</u>	March 26 – March 29 May 28 – June 4 July 2 – July 6 November 24 – November 30 December 21 to January 1	Easter Holiday Memorial Day Holiday Independence Day Holiday Thanksgiving Holiday Christmas/New Year’s Holiday

4. SEQUENCE OF WORK: The Contractor shall submit at the preconstruction meeting, a sequence of work for the Full Arterial Cleaning Cycle. The sequence of work shall be approved by the Engineer prior to commencing operations. It is required that the Full Arterial Cleaning Cycle be completed to the satisfaction of the Engineer. The Contractor may be required to alter the sequence of work at any time throughout the duration of the contract upon instruction from the Engineer.

5. PARKING: It will be the Contractor’s responsibility to ascertain ALL parking locations for each cleaning cycle. Parking is permitted along various routes at various times within certain municipalities. A listing of parking locations is included in the “NO PARKING” SIGN POSTINGS FOR ARTERIAL STREET SWEEPING section. Municipalities may add and or eliminate locations throughout the term of this contract. The contractor will be required to notify the municipality withing one week and post “No Parking” signs at least 24 hours (or as requested by municipality) in advance of sweeping work to prohibit parking as needed during each cleaning period. Temporary no parking signs shall be minimum size of 17” X 22” with lettering not less than one inch in height, setting forth the day or days and hours parking is prohibited. Temporary no parking signs shall be constructed form materials that will resist tearing and weather. Temporary no parking signs shall be placed at a height not less than five (5) feet from the existing ground height to the bottom of the sign and facing the direction of traffic. The temporary no parking signs shall be approved by the Engineer prior to use. The contractor shall solicit no parking enforcement assistance from the municipalities. *The contractor shall submit documentation to the Engineer verifying the solicitation of the no parking enforcement from the municipalities for each cleaning cycle.* The contractor shall remove the temporary “No Parking” signs promptly after completing sweeping operations. Furnishing, installing, and removing temporary “No Parking” signs will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for the cleaning cycle involved, and no additional compensation will be allowed.

6. METHOD OF MEASUREMENT: The FULL ARTERIAL CLEANING CYCLE pay item shall be measured for payment in concrete curb miles as outlined in ARTERIAL HIGHWAY TO BE CLEANED. The length of concrete curb miles paid for shall include the cleaning of all location limits and areas of debris as outlined in LOCATION AND LIMITS OF CLEANING and no additional compensation will be allowed.

7. **CLEANING CYCLE ADJUSTMENT BASIS:** The total curb miles for a complete FULL ARTERIAL CLEANING CYCLE is estimated to be approximately **305** concrete curb miles and is the basis to be used in computations when a cleaning cycle cannot be completed due to unforeseen highway operational reasons. If a cleaning cycle cannot be completed due to unforeseen highway operational reasons; including, but not limited to, areas of roadway under construction during the period of the contract and emergency conditions resulting in closures or restrictions for safety purposes, payment will be made for the percentage of the cycle completed and will be calculated by shoulder and curb mileage basis. The Contractor will not be compensated for parts of cycles that are not complete. The Engineer shall determine to what extent work is not completed. Any work that cannot be completed shall be stated by the contractor on the report of contractor's daily work. The contractor shall include limits, mileage, and reasons for not completing the work.
8. **BASIS OF PAYMENT:** Arterial cleaning will be paid for at the contract unit price per each for FULL ARTERIAL CLEANING CYCLE.

Laboring of entire key location limits regardless of estimate curb mile will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the cleaning cycles involved and no additional compensation will be allowed.

SUPPLEMENTAL SWEEPING

1. **LOCATION AND LIMITS OF CLEANING:** The intent of this work is to provide additional cleaning of the gutters of existing curb and gutter and stabilized surfaces during the term of this contract. The intent of this work is also to provide cleaning of the gutters and stabilized surfaces of additional curb and gutter and stabilized surfaces constructed during the term of this contract which is not specified for cleaning in these Special Provisions. Supplemental Sweeping shall not be limited to the various arterial routes within the limits of specified in these Special Provisions but shall include all arterial routes located within the contract's County/Countries.

The work to be done under SUPPLEMENTAL SWEEPING shall consist of the pickup, removal and satisfactory disposal of all sand, stones, debris, refuse, dead animal carcasses, grease, oil, and other rubbish, which has accumulated on the highways and right of ways due to unforeseen events that are not in sequence with the regularly scheduled cleaning categories of this contract.

2. DEFINITION:

SUPPLEMENTAL SWEEPING is work that is required to correct a condition which is an immediate hazard to the public or any work as designated by the Department that requires first priority corrective action. The contractor shall be available on a 7 day a week, 24 hour per day basis to accomplish this work. The Contractor shall have sufficient resources at the location specified by the Engineer within two (2) hours of notification or within a time specified by the Engineer to accomplish the work. The location of work shall be as determined by the Engineer and may be required at any time.

The use of this item shall not in any way mitigate any liquidation damages associated with noncompliance to the First Full Arterial Cleaning Cycle guarantee working days specified, or any other cleaning cycles.

3. PARKING: Parking is permitted along various routes within certain municipalities. It will be the Contractor's responsibility to ascertain these locations and to provide no parking signs as may be required to prohibit parking during the cleaning period. Enforcement assistance shall be solicited from the municipalities by the Contractor. The temporary no parking signs shall be approved by the Engineer prior to use. The Contractor shall remove the temporary no parking signs promptly after completing sweeping operations. Furnishing, installing, and removing temporary no parking signs will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for the cleaning cycle involved, and no additional compensation will be allowed.
4. METHOD OF MEASUREMENT: SUPPLEMENTAL SWEEPING will be measured for payment in miles of shoulder and curb cleaned rounded down to the tenth of a mile. A standard automobile odometer shall be used by the Engineer to make the measurements. Supplemental sweeping not authorized in writing by the Engineer will not be measured for payment.
5. BASIS OF PAYMENT: Supplemental Sweeping will be paid for at the contract unit price per curb and shoulder mile for SUPPLEMENTAL SWEEPING.

ARTERIAL HIGHWAYS TO BE CLEANED

ARTERIAL HIGHWAYS TO BE CLEANED

WOODSTOCK TEAM SECTION CLEANING LOCATIONS

KEY LOC.	ROUTE	LIMITS	EST. CURB MILES
W1	IL-47	Wisconsin State Line (State Line Rd.) to Main St/Dundee Rd (Huntley)	16.8
W2	IL-120	US-12 to US-14	28.1
W3	IL-31	US-12 to IL-62	29.6
W4	US-14	Main St (Crystal Lake) to IL-22	17.6
W5	US-12	Lake County Line (State Park Rd.) to Wisconsin State Line	3.0
W6	IL-176	Roberts Rd (Island Lake) to Eric St (Crystal Lake)	2.5
W7	IL-176	Walkup Ave (Crystal Lake) to IL-23	2.8
W8	US-14	Dole Drive (Crystal Lake) to Wisconsin State Line (State Line Rd.)	34.0
W9	US-20	Getty Rd (Hampshire) to Boone County Line (County Line Rd.)	2.6
W10	IL-23	US-14 to DeKalb County Line (Poplar Rd)	3.7
W11	IL-173	Boone County Line (County Line Rd) to Fox River (Converse Rd.)	3.6
Total Woodstock Curb Miles			144.3

ARTERIAL HIGHWAYS TO BE CLEANED

ST. CHARLES TEAM SECTION CLEANING LOCATIONS

KEY LOC.	ROUTE	LIMITS	EST. CURB MILES
SC1	IL-72	IL-25 to Dekalb County Line including Frontage Rd. from Timothy Ct. to IL-25	8.9
SC2	IL-38	Dekalb County Line (County Line Rd) to West St	4.2
SC3	IL-58	IL-59 to Hiawatha Rd	1.3
SC4	IL-59	IL-64 to IL-58	35.6
SC5	IL-19	Shales Pkwy to Barrington Rd	7.2
SC6	IL-64	13th Ave to IL-59	12.9
SC7	IL-68	IL-62 to IL-72 including the following Frontage Rds.: #1 West of IL-25 to IL-25. #2 IL-25 to Vista Lane	4.9
SC8	McLean Blvd	Spring St. to IL-31	4.8
SC9	IL-47	Main St (Huntley) to E/B US-30 (end of divided road)	19.4
SC10	IL-31	IL-62 to Davis/ W. River Rd. (S/O I-90)	15.0
SC11	IL-25	IL-62 to IL-72 including Frontage Rd. form Park St. to end of Frontage Rd.	10.8
SC12	US-30	Dekalb County Line to IL-47	2.3
SC13	US-20	Getty Rd to Weld Rd	1.7
SC14	IL-62	IL-31 to IL-68	9.6
SC15	IL-25	Hammond Ave to Johnor Ave	7.0
SC16	Galena Blvd	IL-47 to Canterbury Rd	1.6
SC17	IL-25	Laurel St to Zengele Ave	2.4
SC18	IL-56	IL-25 to IL-31	1.0
SC19	IL-56	Ronald Reagan Toll (I-88) to IL-47	0.4
SC20	IL-31	Elgin City Limit to CNW RR Bridge Overpass	4.5
SC21	IL-31	S/O Midway Dr. to Sullivan Rd. Including: W. Frontage Rd. from IL-31 to start of curve to west (just S/O I-88)	7.0
SC22	IL-64	DeKalb County Line (County Line Rd) to Randall Rd.	3.0
Total St Charles Curb Miles			160.7

“NO PARKING” SIGN POSTINGS FOR ARTERIAL STREET SWEEPING

<u>Team Section</u>	<u>Route</u>	<u>From</u>	<u>To</u>	<u>Municipality</u>
St Charles	(SC9) IL 47 N/B	RR	Shannon St	Elburn
St Charles	(SC9) IL 47 S/B	Shannon St	RR	Elburn
St Charles	(SC18) IL 56 E/B	IL-31	Grant St	Aurora
St Charles	(SC18) IL 56 W/B	Grant St	IL-31	Aurora
Woodstock	(W1) IL-47 S/B	Bigelow Ave	McKinely Ave	Hebron
Woodstock	(W1) IL-47 N/B	3 rd St	IL-173	Hebron
Woodstock	(W2) IL-120 E/B	Court St	Riverside Dr	McHenry
Woodstock	(W2) IL-120 W/B	Riverside Dr	Court St	McHenry
Woodstock	(W2) IL-120 W/B	Millstream Dr	E/O IL-31 (South)	McHenry
Woodstock	(W2) IL-120 W/B	Madison St	Clay St	Woodstock
Woodstock	(W2) IL-120 E/B	Clay St	Madison St	Woodstock
Woodstock	(W2) IL-120 W/B	Main St	Throop St	Woodstock
Woodstock	(W3) IL-31 S/B	Main St	S/O John St	McHenry
Woodstock	(W4) US-14 W/B	Algonquin Rd	Opatrny Dr	Fox River Grove
Woodstock	(W4) US-14 W/B	Main St	W/O Main St	Cary
Woodstock	(W5) US-12 E/B	Liberty St	George St	Richmond
Woodstock	(W5) US-12 W/B	George St	Liberty St	Richmond
Woodstock	(W10) IL-23 S/B	Municipal Dr	US-20	Marengo
Woodstock	(W10) IL-23 N/B	US-20	Municipal Dr	Marengo

TRAFFIC CONTROL PLAN

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, 701006, 701011, 701301, 701311, 701411, 701426, 701427, 701428 and 701901

DETAILS: Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)

SPECIAL PROVISIONS: Public Convenience and Safety (D-1)
Keeping the Arterials Open to Traffic (Lane Closures Only)
Vehicle and Equipment Warning Lights (BDE)
Work Zone Traffic Control Devices (BDE)

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."

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 9:00 AM and 3:00 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.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

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

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

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

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

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

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

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

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

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

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."

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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 shall be MASH compliant.

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

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

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

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

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

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

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

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

(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.