15

July 31, 2026 Letting

Notice to Bidders, Specifications and Proposal

Illinois Department of Transportation

Contract No. 80D50
COOK County
Section 2026-2188-I
Route FAI 290
District 1 Construction Funds

Prepared by

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Checked by

(Printed by authority of the State of Illinois)

Illinois Department of Transportation

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. July 31, 2026 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. 80D50
   COOK County
   Section 2026-2188-I
   Route FAI 290
   District 1 Construction Funds

GRAFFITI REMOVAL shall consist of removing graffiti from the surfaces on State DOT right of way or other locations as directed by the Engineer. Located on the Eisenhower (I-290) from Wells St to Mannheim Rd (US 45) in Cook County.

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

Gia Biagi,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2026

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-26)

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

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

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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 FAI Route 290(I 290), Section 2026-2188-I, Cook County, Contract No. 80D50 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 290(I 290)
Section 2026-2188-I
Cook County
Contract No. 80D50

LOCATION OF IMPROVEMENT

This work is located on the Eisenhower (I-290) from Wells St to Mannheim Rd (US 45) in Cook County.

DESCRIPTION OF IMPROVEMENT

The work to be completed under this contract is GRAFFITI REMOVAL. The work to be done under GRAFFITI REMOVAL shall consist of removing graffiti from the surfaces on State DOT right of way or other locations as directed by the Engineer, by the methods described in this specification.

TERM OF CONTRACT

The term of this contract shall be from contract execution to December 31, 2027 for Graffiti Removal.

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, or as specified for pay item.

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 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.

INTERPRETATION OF QUANTITIES

The quantities shown in the Summary of Quantities are approximate to perform graffiti abatement during the Term of Contract. Railroad Protective Liability Insurance shall be carried throughout 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.

INTERIM COMPLETION DATE (VIA CALENDAR DAYS)

The Contractor shall complete each Graffiti Removal Work Order on or before the completion date as stated in the Work Order which will be based upon 5 calendar days for regular work orders and 72 hours for priority work orders regardless of over lapping work orders. The number of over lapping work orders issued will not exceed the maximum square yardage (750) that the contractor is expected to remove per calendar day.

The completion date will be determined by the issuance date of the Work Order adding the specified number of calendar days to the date the Work Order has been issued, unless a delayed start is granted by the Engineer. Failure to complete the work in the required calendar days will result in Liquidated damages as stated in Failure to Complete Work on Time section.

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 $750.00, 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 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.

GENERAL REQUIREMENTS

WORK AUTHORIZATION AND APPROVAL: The Engineer will verbally instruct the contractor on the type and the location of work to be performed (Graffiti Removal). 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. 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 and or Project Supervisor.

The Contractor shall contact the Engineer by telephone on a weekday (Monday through Friday excluding holidays observed by the Illinois Department of Transportation) 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.

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 the later of the following: 11:30 AM of the 3rd day (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation) following the day the work was performed or 55 hours after receipt of the completed Report of Contractor's Daily Work.

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 on forms established for this purpose. Samples of these forms are part of these Special Provisions.

GRAFFITI REMOVAL

Description: This work shall consist of removing graffiti from various surfaces on State DOT right of way or other locations as directed by the Engineer, by the methods described in this specification. The work will be restricted to areas that allow for shoulder closures as per Traffic Control Standard TC-17 and 701426-09 (Detail A). Graffiti removal will be limited to areas from edge of mainline to the State right of way. There will be no work orders issued in lanes of traffic unless otherwise directed by Engineer to work within a traffic closure provided by others.

Materials: All materials and equipment shall be subject to the Engineer's approval before any work can begin.

Abrasive material for blast cleaning shall meet the requirements of IEPA.

Paint: All paint used shall meet the following requirements:

The paint shall be a quality primer formulated specifically for the purpose of covering graffiti. It shall be compatible with the surface it is used on as per the manufacturer's data sheet, and must adhere well to the substrate and resist fading and chalking. Compatibility shall be verified by the paint manufacturer's product data sheet or by written documentation from the paint manufacturer. Color of primer used to cover graffiti shall match existing paint color to the satisfaction of the engineer.

Power Wash: Soluble, abrasive blast media shall be a large crystal sodium bicarbonate or a magnesium sulfate-based media. Solubility of the media in water shall meet the requirements of IEPA.

The equipment with the media shall be a soluble media injector type power washer. The Contractor shall submit catalog cuts or other documentation for all equipment proposed for use in this work. The Engineer may require demonstration of the equipment's capabilities. No work shall begin until the equipment has been demonstrated to, and accepted by the Engineer.

Solvent Wash: The cleaning compound shall be a blend of an organic solvent of emulsifiers and surfactants. It shall be a bio-degradable water-based, mixture developed from non-toxic and noncorrosive substances. This may be a soybean solution or other, satisfactory to the Engineer. Mineral spirits are also acceptable for this usage.

The cleaner shall lift graffiti from the substrate surface, and emulsify and dissolve the paint constituents; pigments; oils; binders and fillers. Acceptance of the cleaning compound will be based on the manufacturer's certification that the material conforms to the requirements of this specification. No work shall begin until these materials have been delivered to, and accepted by the Engineer.

Construction Details: All work must conform to the OSHA standards.

Unless otherwise directed by the Engineer, the following methods shall be used to remove graffiti from various surfaces. If one of these prescribed methods is used, and the graffiti still remains visible, the Contractor shall use an alternate method approved by the Engineer. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents were unsuccessful at removing graffiti.

Unless otherwise noted or directed by the Engineer, graffiti shall be removed within three (3) working days of written notification.

Graffiti Surface	**Suggested Graffiti Removal Method**
Steel (smooth, non-porous) Wood (painted or unpainted)	Solvent wash with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY solv; Mineral Spirits or Painting Over Graffiti or Power Washing
Brick, Stone, Concrete, Paving. Solvent blocks (porous, unpainted)	Wash with Taginator, or Power Washing, or Painting Over Graffiti or Abrasive Blasting
Painted Masonry	Painting Over Graffiti or Power Wash
Sign Panel Faces & Aluminum (unpainted mill finish or anodized finish)	Solvent Washing with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY Solv; **EZ** Solv or Mineral Spirits.

Painting Over Graffiti: The Contractor shall primer paint over all graffiti on the concrete surfaces within project limits and take appropriate precautions to prevent paint from falling onto traffic.

The substrate surfaces shall be thoroughly cleaned before painting. All dust, dirt, oil, grease, and other substances which might prevent the adhesion of the paint to the substrate shall be removed. No sandblasting will be allowed. Paint shall be applied as soon as practicable after cleaning is completed. If in the opinion of the Engineer, the substrate surface has become soiled, or otherwise contaminated, prior to the application of the paint, the surface shall be recleaned at no additional cost to the State. The paint shall be applied evenly in a neat and workman like manner by a roller or other suitable method, as approved by the Engineer. The rolling shall be done at such a pace that no spinning of the roller or throwing off of paint occurs when the roller is lifted from the surface. The paint shall be feathered out by using light pressure at the end of the stroke to promote uniformity. The first time a surface is painted, it shall be painted from column to column, post to post, and from top to bottom for panels and from joint to joint or score mark to score mark for other concrete surfaces. After the first time, which includes previous painting for graffiti removal, the substrate surface shall be painted in small rectangular patterns in order to minimize the area painted and ensure that the graffiti will no longer be "readable" when the painting is complete. If the paint to be applied requires more stringent or additional surface preparation than stated in this specification, the Contractor shall prepare the surface in accordance with the paint manufacturer's recommendations.

The graffiti must be completely hidden before the painted area will be measured for payment.

The Contractor will be required to repaint areas if the graffiti remains visible after painting at no additional cost to the State. New graffiti at the same location will be measured for payment when the painting meets the requirements of this specification. The Engineer may require sand be added to the paint to provide a texture to the final surface.

Power Washing Graffiti Surfaces: All graffitied surfaces shall be cleaned with a soluble, abrasive blasting media applied with a soluble media injector or a compressed air delivery system, whichever is satisfactory to the Engineer. No particulate matter of any nature shall be permitted to remain on the cleaned surface. After cleaning, the surface shall be rinsed with tap water applied with a power washer. All visible media shall be removed from the surface.

After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti or paint is still visible. If the second cleaning process fails to remove the graffiti or paint to the Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approved by the Engineer. Cleaned surfaces shall bear no evidence of graffiti paint layers.

Solvent Washing Graffiti Surfaces: Pre-Cleaning Materials: A wet, non-abrasive cleanser is recommended. This cleanser shall not contain strong solvents or alcohols.

Pre-Cleaning Procedure: Cleanse the surface of loose dirt particles with clean water. Use a soft sponge or brush to wash the graffitied surface with detergent and water. Avoid scrubbing the surface unnecessarily. After the cleaner has been utilized, apply a steady stream of water on the cleaned surface to wash the dirt particles away. Allow to dry.

Cleaning Procedure: The Contractor shall supply the instructions of the cleaning procedure, to the Engineer, at least two days prior to starting this work. Graffiti Removal material shall be applied to surfaces as per the manufacturer's instructions. Graffiti Removal material shall not be applied to silk screen processed areas.

After the solvent is applied, the surfaces shall then be wiped with a non-abrasive material. The wiped surfaces shall. then be rinsed with a water wash. The cleanliness of the surfaces is subject to the approval by the Engineer.

After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti is still visible. If the second cleaning process fails to remove the graffiti to the Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approval by the Engineer.

Cleaned surfaces shall bear no evidence of graffiti. The cleaning of the graffiti image shall be feathered out by using light pressure at the end of the stroke to promote uniformity on the surrounding surface.

Abrasive Blasting off Graffiti: Due to the potential of abrasive blasting to damage the substrate, this method of graffiti removal may only be performed as a last resort, at the direction of the Engineer, after all other methods to remove graffiti have failed.

Graffiti should be removed using vacuum-shrouded blasting or power-tool equipment that has the appropriate attachments for the surface being cleaned to ensure that no dust or abrasive escapes during operation. This equipment should be capable of cleaning all the graffiti off the surface at a rate acceptable to the Engineer while producing no detectable dust. The equipment should operate in a manner such that all dust or abrasive/dust mix generated is simultaneously drawn away from the contact surface into attached vacuum hoses leading to a vacuum that utilizes HEPA filters. The vacuum and its hoses should be sufficiently rated for the volume of debris and/or abrasive/debris generated. The equipment, its method of use, and efficiency shall be demonstrated to the Engineer prior to the start of work. Power tool cleaning should remove the graffiti without causing undue damage to the surface being cleaned.

Graffiti Removal from Overhead Structures: If the use of a mechanical aerial lift is required to safely access the graffitied surface, the Contractor shall obtain the necessary equipment and use it in conjunction with the other graffiti removal items at no additional cost to the State.

Graffiti Removal 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 from date of contract execution to the completion date of this contract. A work order will show the type of work, date issued to the Contractor, work order number, location, limits, quantity and completion date.

The Contractor shall schedule his/her operations to complete a Priority Work Order within 72 Hours after issued.

The Contractor shall schedule his/her operations to complete a Regular Work Order within five (5) calendar days after the date issued.

The number of working days for all work orders will have an extended timeframe based on the availability of flagging services when work is issued on the I-290 retaining wall along the CSX Railroad Tracks between Home Ave and Austin Blvd. The Contractor will be required to coordinate and schedule flagging services with the CSX Railroad immediately upon issuance of work orders.

The Contractor will be expected to provide the necessary manpower and equipment to satisfactorily complete all work orders for all class of work orders on time. Work orders will not exceed more than 750 square yards per calendar day. Work orders will be a minimum of 250 square yards and a maximum of 750 square yards and will be contained to a continuous stretch of an expressway.

Method of Measurement: This work will be measured in square yards of surface area that graffiti is either removed from, or painted over, in accordance with this specification. There will be no payment for removing graffiti that is not done within the time limitations stated in this specification.

Basis of Payment: This work will be paid for at the contract unit price per square yard for GRAFFITI REMOVAL.

WORK ORDER SHEET

Illinois Department of Transportation

Graffiti Removal Work Order

Cleaning Year: _____ **Contract Number:** 62W28

This is an Authorization to Clean:

Expressway: _____

Limits: _____

Proposed Miles/ Square Yards: _____

NOTE: The contractor, **SHALL NOT** perform any work during any adverse weather conditions such as rain, drizzle snow, fog and as deremined by the Engineer and/or Inspectors. The contractor shall immediately implement this contract requirement without need to be instructed. All lane and shoulder closures shall be removed during any adverse weather conditions.

Issued Date of Work Order: _____
Number of Production/Work Order: _____
Work Completed Date: _____
Authorized by: _____

NOTE: The contractor, at least 24 hours in advance, must physically inspect in detail the site of work to determine the required traffic control and protection and materials needed before proceeding with work.

Special Instructions: _____

Authorization of Work:

Engineer Signature: _____ **Date:** _____

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: 701106, 701426 and 701901

DETAILS: Traffic Control Dtails for Freeway Shoulder Closures and Partial Ramp Closures (TC-17)

SPECIAL PROVISIONS: Keeping Expressways Open to Traffic
Traffic Control and Protection (Expressways)(Maintenance)
Public Convenience and Safety (D-1)
Vehicle and Equipment Warning Lights (BDE)
Work Zone Traffic Control Devices (BDE)
Work Zone Width Restrictions (BDE)

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)(MAINTENANCE)
Effective: March 8, 1996
Revised: January 1, 2018

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 except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party.

(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 exiting 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) 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.

Traffic Control and Protection will not be measured for payment.

All work for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions shall be included in the contract unit prices for the construction item involved. 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) 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.

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 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.

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.

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.

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.

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."

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986
Revised: January 1, 2022

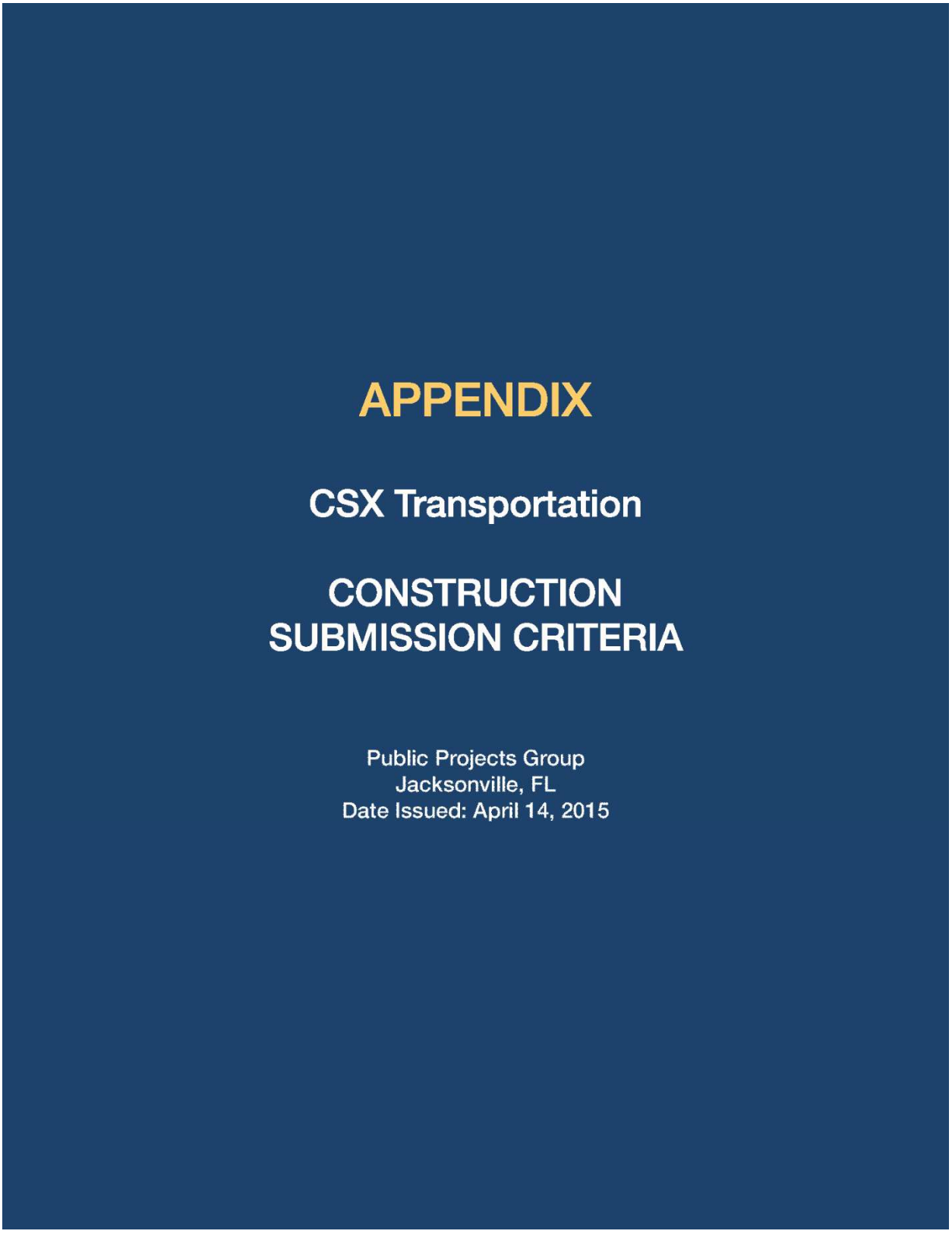
Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
CSX Transportation, Inc. 500 Water Street, C907 Jacksonville, FL 32202	0 trains/day	2 trains/day @ 10 mph
Class 1 RR (Y or N): Y DOT/AAR No.: 163534S, 163533K, 163532D, 163531W, 163530P & 163529V RR Division: CHICAGO	RR Mile Post: 35.84 to 34.55 (from Home Ave x-ing to Austin Blvd x-ing) RR Sub-Division: ALTENHEIM	
For Freight/Passenger Information Contact: For Insurance Information Contact:	Brad Armstrong Richard Shepard	Phone: (513) 853-1221 Phone: 904-359-1782

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

3426I

CSXT CONSTRUCTION SUBMISSION CRITERIA



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INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSXT property (ROW). Work plans shall be submitted for review to the designated CSXT Engineering Representative for all work which presents the potential to affect CSXT property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSXT operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSXT Standards and Special Provisions, CSXT Insurance Requirements, CSXT Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSXT standards are subject to change without notice, and future revisions will be made available at the CSXT website: www.csx.com.

I. DEFINITIONS

1. *Agency* – The project sponsor (i.e., State DOT, Local Agencies, Private Developer, etc.)

2. *AREMA* – American Railway Engineering and Maintenance-of-Way Association – the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.

3. *Construction Submission* – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.

4. *Controlled Demolition* – Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSXT employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSXT's ability to access its property at all times.

5. *Contractor* – The Agency's representative retained to perform the project work.

6. *Engineer* – CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.

7. *Flagman* – A qualified CSXT employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.

8. *GEC* – General Engineering Consultant who has been authorized to act on the behalf of CSXT.

9. *Horizontal Clearance* – Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.

10. *Professional Engineer* – An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.

11. *Potential to Foul* – Work having the possibility of impacting CSXT property or operations; defined as one or more of the following:
    a. Any activity where access onto CSXT property is required.
    b. Any activity where work is being performed on CSXT ROW.
    c. Any excavation work adjacent to CSXT tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSXT property limits.
    d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of

the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.

e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.
f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.
g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSXT.

12. *ROW* – Right of Way; Refers to CSXT Right-of-Way as well as all CSXT property and facilities. This includes all aerial space within the property limits, and any underground facilities.

13. *Submission Review Period* - a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.

14. *Theoretical Railroad Live Load Influence Zone* – A 1 horizontal to 1 vertical theoretical slope line starting at bottom corner of tie.

15. *TOR* – Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.

16. *Track Structure* – All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.

17. *Vertical Clearance* – Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

II. GENERAL SUBMISSION REQUIREMENTS

A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.

B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.

C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.

D. All construction plans shall include a map of the work site, depicting the CSXT tracks, the CSXT right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.

E. Please note that CSXT will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSXT.

F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.

G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.

H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

I. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way. When blasting off of CSXT property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.

J. Blasting is not permitted adjacent to CSXT right-of-way without written approval from the Chief Engineer, CSXT.

K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.

2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.

5. The Agency or Contractor may not store explosives on CSXT property.

6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. HOISTING OPERATIONS

A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:

1. A plan view drawing shall depict the work site, the CSXT track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.

2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.

3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.

4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e., no moving picks).

5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.

6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.

7. For built-up rigging devices, the contractor shall submit the following:

   i. Details of the device, calling out material types, sizes, connections and other properties.
   ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.
   iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.

8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.

9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

IV. DEMOLITION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.

B. Existing Condition of structure being demolished:

   1. The Contractor shall submit as-built plans for the structure(s) being demolished.
   2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
   3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.

C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:

   1. All cranes and equipment, calling out the operating radii.
   2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
   3. Proposed locations for stockpiling material or locations for truck loading.
   4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
   5. Note that no crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.

D. Demolition submittal shall also include the following information:

   1. All hoisting details, as dictated by Section III of this document.
   2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure.

The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.

3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its contractor.

E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.

G. A minimum quantity of twenty five (25) tons of CSXT approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.

H. The use of acetylene gas is prohibited for use on or over CSXT property. Torch cutting shall be performed utilizing other materials such as propane.

I. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.

J. Demolition Debris Shield

1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSXT.

2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.

   i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
   ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.
   iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
   iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
   v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
   vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
   vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.

K. Vertical Demolition Debris Shield

1. This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

V. ERECTION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.

B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
   1. All proposed locations of all cranes and equipment, calling out the operating radii.
   2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
   3. All proposed locations for stockpiling material or locations for truck loading.
   4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.

C. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.

D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
   1. As-built beam seat elevations – field surveyed upon completion of pier/abutment construction.
   2. Current Top of Rail (TOR) elevations – field measured at the time of as-built elevation collection.
   3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.

E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.
   1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
   2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
   3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.

F. Erection procedure submissions shall also include the following information:
   1. All hoisting details, as dictated by Section III of this document.
   2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
   3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
   4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its Contractor.
   5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

VI. TEMPORARY EXCAVATION AND SHORING

A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSXT. Shoring shall be provided in accordance with the AREMA, except as noted below.

B. Shoring may not be required if all of the following conditions are satisfied:
   1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.

2. The track structure is situated on level ground, or in a cut section, and on stable soil.
3. The excavation does not adversely impact the stability of a CSXT facility (i.e., signal bungalow, drainage facility, undergrade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSXT property with potential to foul.
4. Shoring is not required by any governing federal, state, local or other construction code.

C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSXT track structure without shoring will not be permitted.

D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSXT property or within the Theoretical Railroad Live Load Influence Zone.

E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.

F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.

G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.

H. All shoring systems on, or adjacent to CSXT right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.

I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:
1. Within 18'-0" of the nearest track centerline
2. Within the live load influence zone
3. Within slopes supporting the track structure
4. As otherwise deemed necessary by the Engineer.

J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.

K. The following design considerations shall be considered when preparing the shoring design package:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in *AREMA Manual for Railway Engineering*, Chapter 8, Part 20.
2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.
4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:
   i. One-half (1/2) inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
   ii. One (1) inch for walls located greater than twelve feet (12'-0") from track centerline

L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:
1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
2. Full design calculations for the shoring system shall be furnished.
3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

VII. TRACK MONITORING

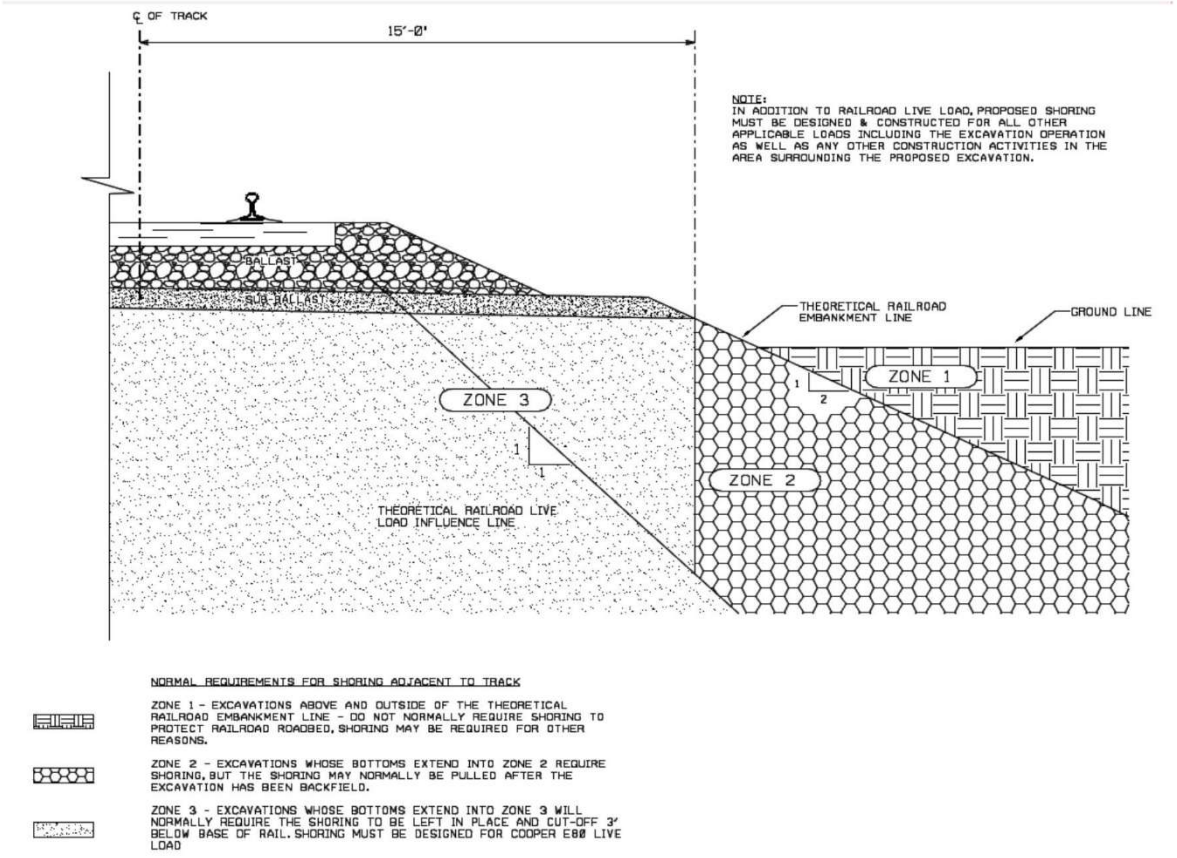
A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSXT track and roadbed.

B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.

C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.

D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

FIGURE 1: Theoretical Live Load Influence Zone



NORMAL REQUIREMENTS FOR SHORING ADJACENT TO TRACK

ZONE 1 - EXCAVATIONS ABOVE AND OUTSIDE OF THE THEORETICAL RAILROAD EMBANKMENT LINE - DO NOT NORMALLY REQUIRE SHORING TO PROTECT RAILROAD ROADBED, SHORING MAY BE REQUIRED FOR OTHER REASONS.

ZONE 2 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 2 REQUIRE SHORING, BUT THE SHORING MAY NORMALLY BE PULLED AFTER THE EXCAVATION HAS BEEN BACKFIELD.

ZONE 3 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 3 WILL NORMALLY REQUIRE THE SHORING TO BE LEFT IN PLACE AND CUT-OFF 3' BELOW BASE OF RAIL. SHORING MUST BE DESIGNED FOR COOPER E80 LIVE LOAD

CSXT INSURANCE REQUIREMENTS FOR PUBLIC PROJECTS

Insurance Requirements for Public Projects

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.

   c. Name and Address of Contractor and Agency must appear on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description.

   e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

   f. Authorized endorsements may include:

      (i). Broad Form Nuclear Exclusion - IL 00 21
      (ii). 30-day Advance Notice of Non-renewal or cancellation
      (iii). Required State Cancellation Endorsement
      (iv). Quick Reference or Index - CL/IL 240

   g. Authorized endorsements may not include:

      (i). A Pollution Exclusion Endorsement except CG 28 31
      (ii). A Punitive or Exemplary Damages Exclusion
      (iii). A "Common Policy Conditions" Endorsement
      (iv). Any endorsement that is not named in Section 4 (e) or (f) above.
      (v). Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

   Insurance Department
   CSX Transportation, Inc.
   500 Water Street, C-907
   Jacksonville, FL 32202

   insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Insurance Requirements Document updated June 2017

CSXT PERMITTING INFORMATION

Permitting

Information Packet

Version 3.0
April 2018

S/COS/FORMS/INFORMATION PACKET

Permitting

Table of Contents

Introduction

Utility Permitting

CSX property encompassing 22 states, the District of Columbia and a portion of eastern Canada (see appendix for system map) and is responsible for the review and approval of all requests for facility encroachments and permits for rights of entry. Three key service roles include:

- **Customer Accounts: permit requests; permit/contract negotiations**
- **Engineering: review/approval of permit facility design plans**
- **Construction: scheduling of permitted facility installations**

Contact Us

For questions concerning the permitting process see "Permitting Contacts" in the Appendix, Page 13. Other questions involving CSX:

- **Call during business hours (7:30 AM to 5:30 PM): 1-877-TellCSX (1-877-835-5279)**
- **Email inquiries: www.csx.com;**
  - **Select: About CSX**
  - **Select: Contact Us**
  - **Select: Category of your choice in the TellCSX form field**
- **Headquarters:**
  CSX Transportation, Inc.
  500 Water Street
  Jacksonville, FL 32202
  Attn: TellCSX, C420
- **Utility Permitting:**
  CSX Transportation, Inc.
  6737 Southpoint Drive S.
  Suite 100
  Jacksonville, FL 32216-6177
  Attn: Utility Permitting (J180)

To report a railroad emergency, please contact the CSX Public Safety Coordination Center at 1-800-232-0144 immediately.

Summary of Services

Encroachments

Typical encroachments reviewed by CSX on a case-by-case basis include:

- **Wirelines (electric, fiber, cable, etc.)**
- **Pipelines (water, sewer, gas, culverts, etc.)**
- **Towers (cellular/co-location)**
- **Right of Entry (Temporary)**
  - **Access (surveys, soil borings, inspections, oversized equipment, etc.)**
  - **Environmental (soil sampling, monitoring wells, remediation, etc.)**

Upon review and approval of the project proposal, CSX will prepare an agreement to document access to the railroad property for the approved project. See "Submitting a Request" for additional information on how to facilitate review and approval of the project.

Facilities that should be designed to be located off the CSX system due to negative impact on railroad operations include:

- **Manholes**
- **Catch Basins**
- **Headwalls**

For any encroachment request not referenced above, please contact CSX (see *Contact Us*) to discuss feasibility of the project.

Design and Construction

Design Requirements

Please carefully review CSX's Design and Construction Standard Specifications prior to designing an encroachment proposal. These specifications can be found on the CSX website by clicking the link below or following the instructions outlined below.

- Permitting
- All efforts should be made to comply with CSX's standard specifications. You may request CSX to review a design that does not meet the specification criteria by submitting a variance proposal; however, additional review fees are required for variance requests (see page 7) and approval is not guaranteed.

The American Railway of Engineering and Maintenance of Way Association (AREMA) is also a resource that could prove helpful in designing your project. The AREMA website is www.arema.org.
All occupancies should be designed and constructed so that rail operations and facilities are not interfered with, interrupted, or endangered. In addition, proposed facilities should be located to minimize encumbrance to the corridor so that the railroad will have unrestricted use of its corridor for current and future operations.
To assist you with preparing drawings, CSX has developed samples and templates identifying the information required for our staff to complete a review. See "Drawing Guidelines" in the Appendix for details. The drawings contain tables requesting specific information. While this information may not be necessary for your particular operations or industry, it is required for CSX to properly consider the proposal.

Construction Activities

The safety and integrity of CSX rail operations is of paramount importance to CSX. Each project is reviewed by CSX independently to determine, in its sole discretion, the need for protection services and/or construction manager services and/or On-Track Worker Safety Training. If required for the project, the project owner will be invoiced for the services provided during the project.

- **Protection Services**: This service cannot be provided by any personnel other than an authorized CSX employee or agent. Daily costs can be estimated at:
  - $1,500.00 per day per protection provider
  - $1,500.00 per day if a signal locate is needed
    - Any signal locate performed by CSX is for CSX facilities only – the project owner is responsible for contacting State "Call Before You Dig" programs or the nationally designated number - 811
- **Construction Managers**: Current policy and daily cost estimates include:
  - Subgrade: construction managers required for any project activity on CSX
  - Aerial: construction managers required for project set-up and final inspection
  - $1,500.00 per day, per construction manager
    - Depending on the nature of the project, additional experts may be required

Entering any railroad right of way or other railroad property without the permission of the railroad is trespassing and illegal. Violators will be prosecuted, and they risk the possibility of serious, even fatal, injury.

Railroad Valuation Maps

Railroad valuation maps (commonly referred to as "val maps") are available for informational purposes to assist with your project references. These maps provide the width of the railroad corridor as well as other railroad nomenclature such as the milepost reference and GIS#. To obtain a copy of a valuation map, please complete the Valuation Map Reproduction Request Form which can be obtained via the following:

RAILROAD VALUATION MAPS	
Web:	External Valuation Map Request
Phone:	904.633.4571
Fax:	904.633.4545
Mail:	CSX Real Property, Inc. Val Map Request Coordinator, J915 301 West Bay Street, Suite 800 Jacksonville, FL 32202
Fees:	
First Map	$ 85.00
Each Additional Map	$ 50.00
U.S. Mail Shipping *(per map)*	$ 2.00
Overnight Mail	$ 12.00

Upon receipt of the Valuation Map Reproduction Request Form, the Val Map Request Coordinator will contact the customer within three business days to discuss payment options.

Agreements/Permits

All work activities within the CSX operating rail corridor and/or other CSX property must be reviewed and approved, including installations within public road rights-of-way. For installation of utilities or requests to access CSX property for surveying, an agreement/permit will be provided upon completion and acceptance of the proposal review.

To access CSX property to perform activities relative to an existing facility, please review the existing agreement verbiage to determine (a) if the activity is permissible and (b) which form to submit for the request (see: "Submitting a Request," page 6). If you do not have a copy of the agreement, CSX may be able to provide a copy to you for your records. Research fees are as follows:

AGREEMENT COPIES	
Web:	Agreement Copies
Fee:	$ 50.00 per agreement

Insurance

CSX requires that insurance coverage be provided prior to any entry and/or work activity within the railroad corridor. The agreement will define the requirement in greater detail but for summary purposes, the following identifies the components:

INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	(CGL)
Coverage:	
Per Occurrence	$ 5,000,000
Insured:	Facility Owner
Additional Insured *(unless otherwise advised)*:	CSX Transportation, Inc.
Duration:	Encroachment Lifetime
RAILROAD PROTECTIVE LIABILITY	(RPL)
Coverage:	
Per Occurrence	$ 5,000,000
Aggregate	$ 10,000,000
Insured:	CSX Transportation, Inc.
Duration:	Encroachment Construction Activity

Depending on the nature of the project, CSX may offer the option of paying a risk fee to cover the cost of adding the work activity to CSX's Railroad Protective Liability (RPL) Policy for the period of actual construction. The fees, if approved, can generally be estimated as noted below but are subject to change depending on the specific project parameters:

RPL RISK FEE					
FACILITY CROSSING INSTALLATION – PER TRACK				ACCESS ONLY	
Aerial	Sub-Grade			Right of Entry	
	(Casing Diameter Size - Inches)				
$ 700	From 0 to less than 30	$	750	Surveys	$ 500.00
	30 to less than 45	$	1,500	Inspections/Access (no equipment)	$ 500.00
	45 to less than 75	$	3,000	Inspections/Access/ Soil Borings (w/ equipment)	$ 3,000
	75 to less than 100	$	6,000	Grading	$ 3,000
	100 to less than 120	$	12,000	Environmental (investigations)	$ 3,000
FACILITY PARALLEL INSTALLATION: CONTACT CSX					

Submitting a Request

Application

Consideration of your proposal follows three primary steps:

It is important that your request be as complete and accurate as possible to prevent delay or rejection. Upon receipt of the application and related documents, CSX will provide the project contact noted on the application form an email acknowledging receipt, invoice of fees, and the current estimated time for review of the proposal. Due to the variation in the number and complexity of proposals received by CSX during the course of the year, timeframes for review can vary from 60 to 120 days. If the nature of the project requires a variance approval, site assessment or resources outside of the CSX organization, timeframes for review would increase dependent on availability of the resources.

********Please write down the tracking number assigned to your application for future reference.**

Templates and sample forms **can be found on the CSX website at:**

Guidelines for form selection include:

- **Facility (Utility) Encroachment Form** (new installations, upgrade/modification to existing facilities)
  - Pipelines
  - Wirelines
  - Culverts
- **Tower Encroachment Form** (new installations, upgrade/modification to existing facilities)
  - Cellular/Wireless
  - Co-location requests
- **Right of Entry Form** (temporary purpose only)
  - Surveys
  - Environmental Investigation
  - Ingress/Egress (short-term over non-operating operating)
  - Inspection (bridges, roads, etc.)
  - Monitoring wells
  - Soil boring or sampling

- Oversized equipment move over operating track and/or property
- Property remediation

- **Outside Party Request Form**
  - Schedule an approved activity within/on CSX property
    - Existing Facilities with executed Permit/Agreement
      - Minor inspection/maintenance activities
      - Replacement of existing facility with like kind
    - New Facilities

Please Note Our New Process****

You must schedule your work activity through the CSX Property Portal. You will receive an email notification containing a special reference number and link to the CSX Property Outside Party Request Form.

- **Design and Construction Specifications**
  - Wirelines
    - If subgrade, and casing is greater than six (6) inches, use pipeline specifications for pipe details
  - Pipelines

Plans and Drawings

Plans/drawings are required for review and approval of encroachment and access requests. The plans should be clear, concise, and accurately reflect design scope of the project and the impact to the CSX rail corridor or property. The nature of the project prescribes the information required for CSX to complete a review. Please note that review of your project will be delayed if the necessary information is not provided.

- **Facility Encroachment Forms** must be submitted with **design** plans that indicate the following:
  - See "Drawing Guidelines" in Appendix, Pages 10 and/or 11, for more details

- **Tower Encroachment Forms** must be submitted with **design** plans that indicate the following:
  - **Dimensions of Land space requirements**
  - **Equipment/shelter location**
  - **CSX property lines**
  - **Approximate distance to nearest railroad track, if any**

- **Right of Entry Forms** must be submitted with **location** maps that indicate the following:
  - Area of access on CSX property
  - Nearest public road
  - If environmental investigation also include maps that indicate:
    - Ground water flow
    - Distribution of contaminants and soil
    - Distribution of contaminants and ground water

Review Fees

All requests require a non-refundable review fee payable to CSX Transportation, Inc. Below is the schedule of fees. A "**standard**" proposal meets CSX's specifications, i.e., no design or construction method variation. A "**variance**" proposal does not meet CSX's specifications. Horizontal directional drilling is not a standard approved method of installation and considered a variance.

REVIEW FEE SCHEDULE: UTILITY ENCROACHMENTS		
Per Location		
Aerial Proposals	**Standard**	**Variance**
Crossings		
Wireline	$ 1,250	$ 3,750
Pipeline: Overhead pipe structures not accepted	Contact CSX	Contact CSX
Parallel		
0 to less than 500 lineal feet	$ 1,250	$ 3,750
500 feet to less than 1,000 lineal feet	$ 2,500	$ 4,750
Greater than 1,000 lineal feet	Contact CSX	Contact CSX
Sub-Grade Proposals	**Standard**	**Variance**
Per Location - Based on Casing diameter Size		
Crossings		
0 to less than 10 inches	$ 1,450	$ 3,950
10 inches to less than 24 inches	$ 1,950	$ 5,450
24 inches to less than 30 inches	$ 2,500	$ 6,000
30 inches to less than 42 inches	$ 3,500	$ 7,000
42 inches to less than 66 inches	$ 4,000	$ 7,500
66 inches to less than 96 inches*	$ 6,000	$ 9,500
Greater than 96 inches*	Contact CSX	Contact CSX
Parallel - 0 to less than 500 lineal feet		
0 to less than 10 inches	$ 1,450	$ 3,950
10 inches to less than 24 inches	$ 1,950	$ 5,450
24 inches to less than 30 inches	$ 2,500	$ 6,000
30 inches to less than 42 inches	$ 3,500	$ 7,000
42 inches to less than 66 inches	$ 4,000	$ 7,500
66 inches to less than 96 inches*	$ 6,000	$ 9,500
Greater than 96 inches*	Contact CSX	Contact CSX
Parallel – 500 to less than 1,000 lineal feet		
0 to less than 10 inches	$ 2,150	$ 4,650
10 inches to less than 24 inches	$ 2,650	$ 6,150
24 inches to less than 30 inches	$ 3.200	$ 6,700
30 inches to less than 42 inches	$ 4,200	$ 7,700
42 inches to less than 66 inches	$ 4,700	$ 8,200
66 inches to less than 96 inches*	$ 6,700	$ 10,250
Greater than 96 inches*	Contact CSX	Contact CSX
Parallel – 1,000 lineal feet or greater	Contact CSX	Contact CSX
REVIEW FEE SCHEDULE: OTHER ACTIVITIES		
Towers	**Standard**	**Variance**

Tower* Tower Co-location Modification Site Study Fee	$ $ $ $	4,000 4,000 350 250 per location	Contact CSX
Rights of Entry	**Standard**		**Variance**
General Access Environmental Investigation Wide Load Crossing	$ $ $	1,250 4,000 150	Contact CSX Contact CSX
Site Assessments	**Standard**		**Variance**
Site Assessment	$	2,500	Contact CSX
Project Activities	**Standard**		**Variance**
Project Coordination/Scheduling	$	150	N/A

CSX RESERVES THE RIGHT TO CHARGE AN ADDITIONAL $700 REVIEW FEE FOR ANY PERMIT SUBMITTAL THAT REQUIRES 3 OR MORE REVIEWS OF REVISIONS TO THE ENGINEERING DRAWINGS.

* Indicates transactions that may require a site assessment or additional fees for consultant services

Review

CSX reviews each request independently for safety, specification compliance, and both short-term and long-term impacts to railroad operations and property usage. The contact identified on the application will receive:

- **Receipt Notification**
  - Advises request received by CSX
  - Provides estimated timeframe to complete review
- **Engineering Notification**
  - Advises request either:
    - Approved and permit forthcoming
    - Requires additional information for approval
    - Declined – CSX will endeavor to assist you with alternatives to any proposal that is declined
- **Permit Notification**
  - Provides permit/agreement for facility occupation
  - Instructions for scheduling work activity

Scheduling Activity

The Outside Party Request Form (OP Form) is utilized for scheduling all work activities on CSX property.

- **New Installations**
  - Form is provided with permit/agreement
- **Existing Facilities w/ approved Permit/Agreement**
  - Please schedule your request through CSX Property Portal via link: Scheduling Project Activity.
  - Provide scheduling fee
  - Provide evidence of insurances (see "Insurance" on page 5)

If you require a copy of the permit/agreement for an existing facility, see "Agreements/Permits" on page 4 for additional information on how to obtain a copy.

Appendix

News You Can Use

PERMITTING LINKS	
CSX Website:	**www.csx.com**
	Permit Information Location: Type "Permits" in site search box (top right hand corner) and select "Permits: Real Estate" from list.
Forms:	
	Information:
	Permitting Instructions: Information Packet
	Specifications: Pipeline: CSXT Design Construction Standards
	Wireline: CSXT Design Construction Standards
	Interim Guidelines for Horizontal Directional Drilling
	Sample Fraction Mitigation Plan for Horizontal Directional Drilling
	Drawings: Drawing Guidelines (Utility Installations)
	Sample Drawings (Utility Installations)
	Blank Canvas Drawings (Utility Installations)
	Applications:
	Facility Encroachment: Facility Application
	Tower/Co-location: Tower Application
	Right of Entry: Right of Entry Application
	Scheduling Activity:
	Request: Outside Party Request Form

OTHER LINKS	
CSX Emergency Hotline:	**1-800-232-0144**
Railroad Valuation Map Request:	**External Valuation Map Request**
Existing Contract Information:	**Existing Contracts**
Request Copy of Agreements:	**Agreement Copies**
TellCSX:	**1-877-TellCSX (1-877-835-5279)**

Drawing Guidelines

Drawings

Each application submitted to CSX must include drawings/plans for the proposed project. The drawings should be no larger than 11 x 17 (inches) in size.

Plan and Profile

CSX has developed plan and profile drawings illustrating **required** data as outlined in CSX's Design & Construction Standard Specifications for both pipeline and wireline occupancies. The tables in the drawings identify the information that is required for CSX to complete a review of your proposal. Drawings for your use include:

- **Instructional:** identifies information **required for submittal**
  - *Plan View*
  - *Pipeline Profile View*
  - *Sub-grade Wireline Profile View*
  - *Aerial Wireline Profile View*
- **Canvas:** templates which can be saved and information inserted electronically
  - *Plan View*
  - *Pipeline Profile View*
  - *Sub-grade Wireline Profile View*
  - *Aerial Wireline Profile View*

Please review the instructional drawings prior to completing your proposal drawings (see: Drawing Package). The drawings contain tables requesting specific information. While this information may not be necessary for your particular operation or industry, it is **required** for CSX to properly consider the proposal. Requests submitted that do not include the required information will be declined. The instructional and canvas drawings can be found on the CSX website:

https://www.csx.com/

When using the blank canvas templates, please note the following:

- **A current version of Adobe Reader (or use of Adobe Acrobat Version 8 to current) is required. To download a current version of Adobe Reader, please click** here**.**
- **Once the blank canvas template is open and selected, click on the "Highlight Fields" button in the top right section of the screen. All fields that can be completed electronically will appear in a light blue color. For easier navigation, you may also press the tab key on your keyboard to move the cursor from field to field.**
- **Ensure that all applicable fields in the table(s) are completed and in compliance with CSXT's current Design & Construction Standard Specifications for both Pipeline and Wireline occupancies.**
- **Once the tables are completed, click in the large image area to upload the plan or profile view of the drawing. If desired, click in the small image area to upload your company log.**


CSX SYSTEM MAP
Syracuse
Selkirk
Buffalo
Detroit
Walbridge
Chicago
Stanley
Cleveland
Willard
Greenwich
Cumberland
Columbus
Curtis Bay
Locust Point
Avon
Cincinnati
Russell
Evansville
Louisville
Richmond
Nashville
Erwin
Rocky Mount
Hamlet
Florence
Atlanta
Birmingham
Charleston
E. Savannah
Montgomery
Waycross
Baldwin
Mobile
Jacksonville
New Orleans
Tampa
Major Terminals
CSX Rail Network

CSXT SPECIAL PROVISIONS

APPENDIX

CSX Transportation

CSXT SPECIAL PROVISIONS

Public Projects Group
Jacksonville, FL
Date Issued: July 2017

CSXT SPECIAL PROVISIONS

AUTHORITY OF CSXT ENGINEER
The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least 10 business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor.

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.

2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

CSXT APPLICATION FOR RIGHT OF ENTRY

APPLICATION FOR RIGHT-OF-ENTRY

Mail Application, Maps, and Fee(s) To:
CSX Transportation, Inc.
ATTN: Corridor Occupancy Services
6737 Southpoint Drive South, J-180
Jacksonville, FL 32216

Application Date: _____ CSXT File/Agreement Number: _____
(CSX Use Only)

SECTION1: PROJECT INFORMATION					TO BE COMPLETED BY APPLICANT
ALL FIELDS MARKED WITH AN ASTERICK (*) ARE REQUIRED FIELDS AND MUST BE COMPLETED					
Legal Name of Party Performing the Work (required)					
*Owner's Complete Legal Company Name:					
Legal Address (1):					
Legal Address (2):					
City:		State:		Zip:	
*Business Type:	☐ Corporation ☐ Municipality	☐ Limited Liability Company ☐ Limited Liability Partnership		☐ Limited Partnership ☐ General Partnership	
*State of Incorporation:		Other Business Type - Describe:			
Billing Address ☐(Check box if same as above); if not, please complete below.					
Billing Address (1):					
Billing Address (2):					
City:		State:		Zip:	
Project Contact Information					
*Contact Name:		Contact Title:			
Office Phone:		Mobile Phone:			
*Email:		*24/7 Emergency Phone:			

SECTION 2: PROJECT REFERENCE	TO BE COMPLETED BY APPLICANT
Is this a time extension request or a request to add an additional location to an existing right-of-entry agreement? ☐ Yes Provide Agreement # and/or date: ☐ No	
Is this project related to another transaction/project with CSX: ☐ Yes Describe: ☐ No	
Provide Applicant's Project Reference Number:	

SECTION 3: PROJECT LOCATION/SCOPE/DESCRIPTION	TO BE COMPLETED BY APPLICANT

Project Location

*City: *County: *State:

In addition to the above location information, a minimum of one of the below location references must be provided for processing:

Latitude: Longitude:

_____ feet _____ (Direction) from AAR/DOT Road Crossing Number

_____ feet _____ (Direction) from CSX Railroad Milepost Number

Project Scope

Check box to indicate type of entry request:

General Access:

- ☐ Bridge Inspection (include DOT Crossing Number)
- ☐ Engineering
- ☐ House Moving
- ☐ Staging Area
- ☐ Geotechnical Soil Borings
- ☐ Surveying
- ☐ Other (Non-Construction)

Railroad Operations:

How close will the proposed activity be to the nearest railroad track:

Will the proposed activity require crossing railroad track(s):

☐ Yes Describe:

☐ No

Environmental Investigation:

- ☐ Ground Water Sampling
- ☐ Sediment Sampling
- ☐ Soil Sampling
- ☐ Remediation
- ☐ Monitoring Wells # of Wells:
- ☐ If state or Federal Site, provide
- ☐ Site #

Project Description

*Detailed Scope of Work:	
*Equipment:	
Proposed Project Start Date:	
Proposed Project Duration:	

Is This Project Federally Funded:	☐ Yes	☐ No	Federal Project Reference #:	

Location map showing project location at a local street level is required. Please attach with submittal of this application.

Safety is a Way of Life

Right of Entry

The safety of all persons entering onto CSX property is of paramount importance to CSX. Each project is reviewed by CSX independently to determine, in its sole discretion, the need for flagman and/or inspection services and/or On-Track Worker Safety Training. If required for the project, the project owner will be invoiced for the services provided during the project (see Information Packet for more details).

Review Fee Schedule: Right of Entry	
	Per Location
Rights of Entry	
General Access	**$950.00**
Bridge Inspections; Engineering; House Moves; Large/Heavy Moves; Staging; Geotechnical Soil Borings; Surveying	
Environmental Investigation	**$3,500.00**
(includes review fee and site inspection fee)	
Groundwater, Soil, and Sediment Smapling; Remediation; Monitoring Wells	
Review Fees are non-refundable	

Entering any railroad right of way or other railroad property without the permission of the railroad is trespassing and illegal. Violators will be prosecuted, and they risk the possibility of serious, even fatal, injury.

Corridor Occupancy Services

ROE Application Instructions

Summary - A right of entry is a request for temporary access onto CSXT property for non construction activity, which includes surveys, soil borings, inspections, ingress/egress, monitoring wells, remediation, etc… Use the Facility Encroachment Application for construction related activity. All fields on the application must be completed. Any missing information will cause a delay in processing.

Bridge Inspections - For bridge inspections only, the Application Review Fee for multiple bridge inspections is $950.00 USD for the first location, and $475.00 USD for each additional location. Please provide bridge information as shown on the attached sample bridge inspection sheet. (Figure 1)

Requests for bridge washing and/or painting are handled by CSX Public Projects Department. Their website is: http://csx.com/index.cfm/community/property-and-projects/

Street Name	County	State	Milepost	AAR/DOT #

Figure 1

Legal Name of Party Performing the Work - All information must be filled out correctly in order to generate an accurate agreement. Please include the complete and legal name of the party performing the work, the legal address, the business type and state of incorporation. If any of this information is not provided an accurate agreement cannot be generated, which will cause a delay in processing your request.

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.

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, 2026

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 fourth paragraph of Article 669.10 of the Standard Specifications.

"Regulated substances monitoring will be measured for payment per calendar day, where 4 or more hours of monitoring activities is defined as 1.0 calendar day and less than 4 hours of monitoring activities is defined as 0.5 calendar day."

Revise the second paragraph of Article 669.11 of the Standard Specification to read:

"Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day for REGULATED SUBSTANCES MONITORING. In no case will more than 1.0 calendar day be paid on a given calendar day."

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 – STATE CONTRACT (BDE)
Effective: April 1, 2021 Revised: April 1, 2026

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 Certified Transcript of Payroll Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at https://labor.illinois.gov. 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."

SURVEYING SERVICES (BDE)
Effective: April 1, 2025

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

Delete Section 668 of the Standard Specifications.

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."

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020 Revised: January 1, 2026

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ..... 1106.02"

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

"(p) Detectable Pedestrian Channelizing Barricades ..... 1106.02(m)"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WORK ZONE WIDTH RESTRICTION (BDE)
Effective: July 1, 2026

Revise the second paragraph of Article 701.06 of the Standard Specifications to read:

"Where the clear width through a work zone will be 17.5 ft (5.34 m) or less, the Contractor shall notify the Engineer at least 21 days in advance of implementing the traffic control for that restriction."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)
Effective: September 1, 2000 Revised: July 2, 2026

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 IL 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.

   PLEASE NOTE: *As of October 3, 2025, the U.S. Department of Transportation issued an Interim Final Rule requiring all existing DBE and ACDBE certifications to be re-evaluated for social and economic disadvantage without consideration of race or gender. As of March 24, 2026, the ILUCP has completed reevaluation of those firms that submitted required information by January 31, 2026. DBE and ACDBE Certifications appearing in the IL UCP directory as certified have been recertified under the current federal regulations and may be counted for DBE goal credit. DBE and ACDBE firms appearing in this directory as ineligible have not submitted required documentation for reevaluation to date. Ineligible firms cannot currently be counted for DBE goal credit, but HAVE NOT BEEN DECERTIFIED and may still submit documentation to be reevaluated. All firms decertified under the October 3, 2025 Interim Final Rule reevaluation process have been removed from the Directory. Additional information regarding the IFR and the current status of the DBE/ACDBE program can be found at https://idot.illinois.gov/doing-business/certifications/dbe.html.*

PLEASE BE ADVISED THAT A FIRM THAT IS INDICATED AS INELIGIBLE CANNOT BE USED FOR GOAL CREDIT. IT IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR TO VERIFY THAT ANY FIRM RELIED UPON FOR DBE GOAL CREDIT IN A UTILIZATION PLAN IS CURRENTLY CERTIFIED AND CAN BE COUNTED FOR GOAL CREDIT AT THE TIME OF BID.

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. UTILZATION 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.

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.

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.