

19

September 19, 2025 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 62X00
LAKE County
Section 2024-980-TR
Route FAU 3506
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. September 19, 2025 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62X00
LAKE County
Section 2024-980-TR
Route FAU 3506
District 1 Construction Funds**

The scope of work consists of advance tree removal as well as all incidental and collateral work necessary to complete the project. This project is in the City of Highland in Lake 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, 2025

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

ERRATA Standard Specifications for Road and Bridge Construction

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation	1
204 Borrow and Furnished Excavation.....	2
207 Porous Granular Embankment	3
211 Topsoil and Compost	4
406 Hot-Mix Asphalt Binder and Surface Course	5
407 Hot-Mix Asphalt Pavement (Full-Depth)	7
420 Portland Cement Concrete Pavement	8
502 Excavation for Structures	9
509 Metal Railings	10
540 Box Culverts	11
542 Pipe Culverts	31
550 Storm Sewers	40
586 Granular Backfill for Structures	47
630 Steel Plate Beam Guardrail	48
632 Guardrail and Cable Road Guard Removal	49
644 High Tension Cable Median Barrier	50
665 Woven Wire Fence	51
701 Work Zone Traffic Control and Protection	52
781 Raised Reflective Pavement Markers	54
782 Reflectors	55
801 Electrical Requirements	57
821 Roadway Luminaires	60
1003 Fine Aggregates	61
1004 Coarse Aggregates	62
1010 Finely Divided Minerals	63
1020 Portland Cement Concrete	64
1030 Hot-Mix Asphalt	67
1040 Drain Pipe, Tile, and Wall Drain	68
1061 Waterproofing Membrane System	69
1067 Luminaire	70
1097 Reflectors	77
1102 Hot-Mix Asphalt Equipment	78

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	Additional State Requirements for Federal-Aid Construction Contracts	79
2	Subletting of Contracts (Federal-Aid Contracts)	82
3	X EEO	83
4	X Specific EEO Responsibilities Nonfederal-Aid Contracts	93
5	X Required Provisions - State Contracts	98
6	Asbestos Bearing Pad Removal	104
7	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	105
8	Temporary Stream Crossings and In-Stream Work Pads	106
9	X Construction Layout Stakes	107
10	Use of Geotextile Fabric for Railroad Crossing	110
11	Subsealing of Concrete Pavements	112
12	Hot-Mix Asphalt Surface Correction	116
13	Pavement and Shoulder Resurfacing	118
14	Patching with Hot-Mix Asphalt Overlay Removal	119
15	Polymer Concrete	121
16	Reserved	123
17	Bicycle Racks	124
18	Temporary Portable Bridge Traffic Signals	126
19	Nighttime Inspection of Roadway Lighting	128
20	English Substitution of Metric Bolts	129
21	Calcium Chloride Accelerator for Portland Cement Concrete	130
22	Quality Control of Concrete Mixtures at the Plant	131
23	Quality Control/Quality Assurance of Concrete Mixtures	139
24	Reserved	155
25	Reserved	156
26	Temporary Raised Pavement Markers	157
27	Restoring Bridge Approach Pavements Using High-Density Foam	158
28	Portland Cement Concrete Inlay or Overlay	161
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	Longitudinal Joint and Crack Patching	168
31	Concrete Mix Design – Department Provided	170
32	Station Numbers in Pavements or Overlays	171

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
LAYOUT MATERIALS	1
MAINTENANCE OF ROADWAYS (D1)	2
STATUS OF UTILITIES (D1)	2
WORK RESTRICTIONS PER CITY OF HIGHLAND PARK REQUEST	6
PUBLIC CONVENIENCE AND SAFETY (D1)	7
COMPLETION DATE PLUS WORKING DAYS (D1)	7
FAILURE TO COMPLETE THE WORK ON TIME (D1)	8
ENGINEER'S FIELD OFFICE TYPE A (D1)	8
TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)	9
TEMPORARY INFORMATION SIGNING	9
TRAFFIC CONTROL PLAN (D1)	10
GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING	11
PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE (MNT2)	14
CLEANING EXISTING INLETS	14
TREE REMOVAL, ACRES (SPECIAL)	15
TREE REMOVAL AND FORESTRY WORK RESTRICTIONS	16
SELECTIVE CLEARING	17
COMPENSABLE DELAY COSTS (BDE)	18
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	22
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	24
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)	27
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)	27
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)	29
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	29
SUBMISSION OF BIDDERS LIST INFORMATION (BDE)	30
SUBMISSION OF PAYROLL RECORDS (BDE)	30
SURVEYING SERVICES (BDE)	31
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)	31
WEEKLY DBE TRUCKING REPORTS (BDE)	31
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	32

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 FAU Route 3506 (Sheridan Rd), Section 2024-980-TR, Lake County, Contract No. 62X00 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAU Route 3506 (Sheridan Rd)
Section 2024-980-TR
Lake County
Contract No. 62X00

LOCATION OF PROJECT

The existing culverts are located under Sheridan Road approximately 1 and 1.3 miles North of Lake Cook Road in the City of Highland Park in Lake County. Existing Str. 049-0595 is located just north of Lakewood Place. Existing Str. 049-0596 is located just North of Cary Ave. Both structures are located less than 1/3rd mile west of Lake Michigan.

This project is in Section 24, and 25, T43N, R12E.

DESCRIPTION OF PROJECT

The project consists of removing trees, as well as all incidental and collateral work necessary to complete the project as shown on the plans, Standard Specifications, and these Special Provisions. and as described herein.

LAYOUT MATERIALS

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

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

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

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

STATUS OF UTILITIES (D1)

Effective: June 1, 2016

Revised: January 1, 2025

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

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage – NOT APPLICABLE

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

Stage 1 South Bridge Location (PR SN: 049-0624)

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

Stage 2 North Culvert Location (PR SN: 049-W###)

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

No conflicts to be resolved (or if there are conflicts, they are to be listed as noted above)

Pre-Stage: _____ Days Total Installation

Stage 1, South Bridge Location (PR SN: 049-0624): _____ Days Total Installation

Stage 2, North Culvert Location (PR SN: 049-W####): _____ Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of Contact	Phone	e-mail address
ComEd Company ComEd Public Relocation	Vince Mazzaferro	779-231-1027	Vincent.MassaferroPE@ComEd.com
North Shore Gas Company	Jay Hammer	847-263-4678	Jay.hammer@northshoregasdelivery.com
ATT Distribution	Jamie A.Gwin	630-573-5423	Jg8128@att.com
Comcast	Robert Stoll	224-229-5849	ROBERT.STOLL2@comcast.com
North Shore Water Reclamation District	Nicholas A. Wolf, PE	847-623-6060	niwolf@northshorewrd.org
City of Highland Park	Emmanuel Gomez, PE	847-926-1145	egomez@cityhpil.com

UTILITIES TO BE WATCHED AND PROTECTED

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

Pre-Stage – NOT APPLICABLE

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
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Stage 1 South Bridge Location (PR SN: 049-0624)

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
Sheridan Road, Station 104+29.66 to Station 109+40.00 (36' +/- LT)	Overhead Electric Lines	Overhead Lines and Poles carrying 12KV	COMED
Sheridan Road, Station 104+29.66 to Station 109+40.00 (36' +/- LT)	Overhead Com Lines	Com Lines sharing poles with COMED	Comcast, ATT

Stage 2 North Culvert Location (PR SN: 049-W####)

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
Sheridan Road, Station 122+40 to Station 127+00 (36' +/- LT)	Overhead Electric Lines	Overhead Lines and Poles carrying 12KV	COMED
Sheridan Road, Station 122+40 to Station 127+40 (36' +/- LT)	Overhead Com Lines	Com Lines sharing poles with COMED	Comcast, ATT

No facilities requiring extra consideration *(or listed as noted above)*

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

Agency/Company Responsible to Resolve Conflict	Name of Contact	Phone	e-mail address
ComEd Company ComEd Public Relocation	Vince Mazzaferro	779-231-1027	Vincent.MassaferroPE@ComEd.com
North Shore Gas Company	Jay Hammer	847-263-4678	Jay.hammer@northshoregasdelivery.com
ATT Distribution	Jamie A.Gwin	630-573-5423	Jg8128@att.com
Comcast	Robert Stoll	224-229-5849	ROBERT.STOLL2@comcast.com
North Shore Water Reclamation District	Nicholas A. Wolf, PE	847-623-6060	niwolf@northshorewrd.org
City of Highland Park	Emmanuel Gomez, PE	847-926-1145	egomez@cityhpil.com

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

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

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor, and the utility companies when necessary.

The contractor is responsible for contacting JULIE (or DIGGER within the City of Chicago) prior to any excavation work. Please note that IDOT electrical facilities are not part of the one-call locating services, such as JULIE or DIGGER.

If the contract requires the services of an electrical contractor, it is the contractor's responsibility, at their own expense, to locate existing IDOT electrical facilities before commencing work. For contracts that do not require an electrical contractor, the contractor may request one free locate of IDOT electrical facilities by contacting the Department's Electrical Maintenance Contractor. Additional locate requests will be at the contractor's expense.

The Department's Electrical Maintenance Contractor must be notified at least 72 hours in advance of the work by calling 773-287-7600 or emailing dispatch@meade100.com to arrange for the locating of underground electrical facilities.

Please note, the marking of underground facilities does not absolve the contractor of their responsibility to repair or replace any facilities damaged during construction at their expense.

WORK RESTRICTIONS PER CITY OF HIGHLAND PARK REQUEST

This Special Provision establishes specific non-working days for this project as required by the City of Highland Park. No work of any kind shall be performed on the dates listed below. This includes, but is not limited to equipment operation, lane closures, material deliveries, staging activities, and any other construction-related operations.

In accordance with the request from the City of Highland Park, the Contractor shall not perform any work on the following dates:

HOLIDAY (2026)	DATE OBSERVED
Rosh Hashana (begins sundown 09/22/25, ends sunset 09/24/2025)	All days
Yom Kippur (begins sundown 10/01/2026, ends sunset 10/02/2025))	10/02/2025
Veterans Day	11/11/2026
Martin Luther King Day	01/19/2026

The Contractor is responsible for incorporating these dates into their schedule. No claims for additional compensation or extensions of contract time will be considered due to these restrictions.

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."

COMPLETION DATE PLUS WORKING DAYS (D1)

Effective: September 30, 1985

Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, **January 31, 2026** except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within **5** working days after the completion date for opening the roadway to traffic. Under extenuating circumstances, the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPLETE THE WORK ON TIME (D1)

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$ 3,000.00, 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.

ENGINEER'S FIELD OFFICE TYPE A (D1)

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

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

Add the following to Article 670.07 Basis of Payment.

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

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)

Effective: February 1, 1996

Revised: March 1, 2011

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

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

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

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

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

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

Description.

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

Materials.

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

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

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

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

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

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

Method of Measurement.

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

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

Basis Of Payment.

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

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS:

701001, 701006, 701011, 701301, 701501, 701901, 704001

DETAILS:

TC-10, TC-22

SPECIAL PROVISIONS:

MAINTENANCE OF ROADWAYS (D1)
PUBLIC CONVENIENCE AND SAFETY (D1)
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)
TEMPORARY INFORMATION SIGNING

GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING

Experience

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

The licensed pesticide applicator shall attend the preconstruction meeting and submit their current license to the Engineer. The licensed pesticide applicator shall be qualified at a minimum in Right-of-Way and Aquatics. The licensed applicator shall work on-site.

Equipment

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

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

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

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

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

Spraying Areas

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

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

Exclusion of Spraying Areas

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

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

Responsibility for Prevention of Damage to Private Property

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

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

Communication with the Engineer

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

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

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

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

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

Notification of Pesticide Application

The Contractor will be required to properly provide notification of pesticide application as required by the IL Public Act 103-0976 (Pesticide Application on Rights-of Way Notification Act).

Two weeks prior to the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete Operations form "OPER 758" which may be found at the following link: <https://idot.illinois.gov/resources/forms.html>

The Contractor shall return the completed form to the Engineer. The completed form will be uploaded on the IDOT website as required by the Department of Agriculture and IL Public Act 103-0976 at:

<https://idot.illinois.gov/transportation-system/environment/natural-resources/roadside-maintenance/pesticide-application.html>

The Contractor shall confirm submission of the form has been uploaded before starting spraying operations. Submissions will be sorted by District (One) and county (Cook, DuPage, Kane, Lake, McHenry, or Will). Allow at least a week for notifications to be uploaded.

Pesticide Application Daily Spray Record

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

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

<https://idot.illinois.gov/resources/forms.html>

PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE (MNT2)

Effective: October 31, 2006

This Special Provision revises Section 201 of the Standard Specifications to provide payment of pruning for safety and equipment clearance.

Article 201.10(c)(3) – Revise to read:

Pruning for Safety and Equipment Clearance will be measured for payment on a lump sum basis.

Article 201.11(c) – Revise the third paragraph to read:

Pruning for Safety and Equipment Clearance will be paid for at the contract lump sum price for PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE.

CLEANING EXISTING INLETS

Description All existing inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be determined in the field by the Engineer.

All existing drainage structures shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned by the Engineer will be cleaned according to Article 602.15 of the Standard Specifications.

Basis of Payment This work will be paid for at the contract unit price each for CLEANING EXISTING INLETS.

TREE REMOVAL, ACRES (SPECIAL)

Project objectives and general requirements:

- 100% removal via mechanical and/or hand cutting methods of woody plant material (trees and shrubs).
- Disposal of all cut trees, shrubs, and chips should be hauled off-site.
- Wood chips shall be removed and not blown back onto the site.
- Preservation of all native shrubs and trees that are marked with green flagging.
- Damages to existing vegetation to remain, such as broken limbs, frayed limbs, or other plantings or roadside appurtenances caused by the Contractor's tree removal or trimming operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.
- Protection of soils from compaction, erosion, and disturbance are the Contractor's responsibility prior to start of work. Any damage caused by Contractor including but not limited to tire ruts, damage to turf, damage to drainage swales, damage to trails, damage to road pavement, etc. shall be repaired by the Contractor at the Contractor's expense to the satisfaction of the Engineer. This work shall consist of the removal of the existing woven wire fence, which may or may not include barb wired strands at those locations shown on the plans.
- Tree Removal, Acres (Special) shall include removal of typical amounts of litter and debris encountered during tree removal operations.
- No slash shall be left in drainage ways and be blocking drainage structures. No slash shall be left in piles.
- The Engineer shall have the ultimate authority to approve the final condition of slash. In areas where seeding will take place the use of a forestry mower to manage minor woody vegetation, grind slash, and any remaining woody plant debris down to the surface of the soil to prepare the site for future seeding.
- The Engineer shall have the ultimate authority to approve the final condition of slash. In areas where seeding will not take place, slash is acceptable at a maximum depth of no more than two (2) inches to act as a mulch.
- Tree debris, logs, equipment, etc. should not be stored within clear zone.
- All cut trees and shrubs shall be removed off site within 24 hours.

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

Contractor shall contact the Roadside Development Unit at 847-705-4171, at least 2 weeks prior to beginning forestry work for layout.

Contractor shall furnish at time of layout the following as requested: wooden lathe, neon pink ribbon, neon green ribbon, pink marking paint.

A site visit prior to work shall be arranged with the Contractor, Tree Removal Contractor, the Engineer, and the Roadside Development Unit to do a walk through to review vegetation to protect and remain. Extreme care shall be taken when conducting work within the work site to lessen damage to native vegetation to remain.

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

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

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

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

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

All woody trees and shrubs under or over two (2) feet in height of any diameter, including fallen trees within the defined area shall be removed to six (6) inches above the ground.

Branches on remaining trees shall be pruned off up to ten (10) feet from the ground.

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

The resprout herbicide shall be as required and approved by the Engineer. Resprout herbicide shall be labeled to control woody species present within clearing areas. Resprout herbicide shall be included in the cost of TREE REMOVAL, ACRES (SPECIAL).

TREE REMOVAL AND FORESTRY WORK RESTRICTIONS

The Northern Long Eared Bat (NLEB) has been reclassified as an endangered species under the Endangered Species Act by the U.S. Fish and Wildlife Service (USFWS). To avoid and minimize impacts to the NLEB and its habitat, District One has implemented time restrictions for all tree removal and forestry work. This work shall not occur from April 1 to October 31 of any given year throughout District One.

Forestry work includes tree pruning and tree limb removal of live or dead branches, clearcutting, selective clearing, and the removal of live or dead trees measuring 3 inches (3") in diameter or greater at a point of 4.5 feet (4.5') above the highest ground level at the base of the tree.

Forestry work that is considered hazardous or a safety concern can be removed any time during the calendar year upon approval of the IDOT Roadside Development Unit (RDU). Any requests shall be made to the Resident Engineer for a consultation with the RDU.

No additional compensation or extension of time will be allowed to comply with these restrictions.

No adjustment will be made in the contract unit prices for any forestry work pay items necessary to meet the required completion dates specified in the contract.

Significant penalties may result for knowingly violating any provision of the Endangered Species Act.

SELECTIVE CLEARING

Description. This work shall consist of extensive removal and disposal of shrubs, brush, fallen trees and limbs, debris (including rocks, bottles, etc.) and selected trees up to six (6) inches in diameter. Selective clearing shall include removal of typical amounts of litter and debris encountered during tree removal operations. All trees and shrubs to be saved shall be carefully protected as provided by Article 201.05 of the Standard Specifications. Locations for selective clearing shall be designated by the Engineer. Locations for vegetation to be saved shall be designated by the Roadside Development Unit. Contractor shall contact a representative of the Roadside Development Unit at (847) 705-4171 at least 10 days prior to work.

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

The undesirable trees and brush (i.e. Tree of Heaven, Siberian Elm, European Buckthorn, Mulberry, Russian Olive, Eurasian Honeysuckle, etc.) shall be cut flush with the ground.

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

Branches on remaining trees shall be pruned off up to ten (10) feet from the ground.

All cleared areas shall be graded, trimmed, smoothed, finished uniformly, and left ready to be seeded and blanketed to the satisfaction of the Engineer with equipment approved by the Engineer. The ground shall be relatively free of rocks over 1 ½ inch diameter and sticks or other foreign material which will prevent the close contact of the mulch or blanket. Disposal of material shall be done in accordance with Article 202.03.

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

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

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

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

- “(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

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

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

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

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

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

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

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

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

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

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
 - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.

- (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

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

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

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

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

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

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

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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

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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.

The Contractor shall report all payments made to the following parties:

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

"STATEMENTS AND PAYROLLS

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

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

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include

an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

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."

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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