

# 100

January 19, 2024 Letting

## Notice to Bidders, Specifications and Proposal



**Illinois Department  
of Transportation**

**Contract No. 62U68  
KANE-MCHENRY Counties  
Section 2022 VAR SWEEPING MH/KA  
Various Routes  
District 1 Construction Funds**

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 19, 2024 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. 62U68  
KANE-MCHENRY Counties  
Section 2022 VAR SWEEPING MH/KA  
Various Routes  
District 1 Construction Funds**

**This contract consists of arterial routes sweeping in McHenry and Kane counties**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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 1-1-24)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation .....	1
204 Borrow and Furnished Excavation .....	2
207 Porous Granular Embankment .....	3
211 Topsoil and Compost .....	4
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	5
420 Portland Cement Concrete Pavement .....	6
502 Excavation for Structures .....	7
509 Metal Railings .....	8
540 Box Culverts .....	9
542 Pipe Culverts .....	29
586 Granular Backfill for Structures .....	34
630 Steel Plate Beam Guardrail .....	35
644 High Tension Cable Median Barrier .....	36
665 Woven Wire Fence .....	37
782 Reflectors .....	38
801 Electrical Requirements .....	40
821 Roadway Luminaires .....	43
1003 Fine Aggregates .....	44
1004 Coarse Aggregates .....	45
1010 Finely Divided Minerals .....	46
1020 Portland Cement Concrete .....	47
1030 Hot-Mix Asphalt .....	48
1061 Waterproofing Membrane System .....	49
1067 Luminaire .....	50
1097 Reflectors .....	57

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 .....	59
2	Subletting of Contracts (Federal-Aid Contracts) .....	62
3	X EEO .....	63
4	X Specific EEO Responsibilities Non Federal-Aid Contracts .....	73
5	X Required Provisions - State Contracts .....	78
6	Asbestos Bearing Pad Removal .....	84
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal .....	85
8	Temporary Stream Crossings and In-Stream Work Pads .....	86
9	Construction Layout Stakes .....	87
10	Use of Geotextile Fabric for Railroad Crossing .....	90
11	Subsealing of Concrete Pavements .....	92
12	Hot-Mix Asphalt Surface Correction .....	96
13	Pavement and Shoulder Resurfacing .....	98
14	Patching with Hot-Mix Asphalt Overlay Removal .....	99
15	Polymer Concrete .....	101
16	Reserved .....	103
17	Bicycle Racks .....	104
18	Temporary Portable Bridge Traffic Signals .....	106
19	Nighttime Inspection of Roadway Lighting .....	108
20	English Substitution of Metric Bolts .....	109
21	Calcium Chloride Accelerator for Portland Cement Concrete .....	110
22	Quality Control of Concrete Mixtures at the Plant .....	111
23	Quality Control/Quality Assurance of Concrete Mixtures .....	119
24	Reserved .....	135
25	Reserved .....	136
26	Temporary Raised Pavement Markers .....	137
27	Restoring Bridge Approach Pavements Using High-Density Foam .....	138
28	Portland Cement Concrete Inlay or Overlay .....	141
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching .....	145
30	Longitudinal Joint and Crack Patching .....	148
31	Concrete Mix Design – Department Provided .....	150
32	Station Numbers in Pavements or Overlays .....	151

## TABLE OF CONTENTS

LOCATION OF IMPROVEMENT .....	1
DESCRIPTION OF IMPROVEMENT .....	1
PUBLIC CONVENIENCE AND SAFETY (D1) .....	2
PROSECUTION OF THE WORK .....	2
INTERPRETATION OF QUANTITIES .....	2
CONTRACT COMPLETION DATE .....	2
CLEANING CYCLE WORK ORDER .....	3
FAILURE TO COMPLETE THE WORK ON TIME .....	3
GENERAL REQUIREMENTS .....	3
TRAFFIC CONTROL PLAN .....	8
KEEPING THE ARTERIALS OPEN TO TRAFFIC .....	9
SUPPLEMENTAL SWEEPING .....	12
WOODSTOCK TEAM SECTION CLEANING LOCATIONS .....	13
ST. CHARLES TEAM SECTION CLEANING LOCATIONS .....	14
SWEEPING WORK ORDER .....	16
COMPENSABLE DELAY COSTS (BDE) .....	17
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE) .....	20
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) .....	22
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE) .....	31
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE) .....	32
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE) .....	33
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) .....	34
SUBMISSION OF PAYROLL RECORDS (BDE) .....	34
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE) .....	35
WEEKLY DBE TRUCKING REPORTS (BDE) .....	36
WORK ZONE TRAFFIC CONTROL DEVICES (BDE) .....	36

## STATE OF ILLINOIS

---

### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section 2022 Var Sweeping Mh/Ka, Various Counties, Contract No. 62U68 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes  
Section 2022 Var Sweeping Mh/Ka  
Various Counties  
Contract No. 62U68

#### LOCATION OF IMPROVEMENT

This work is located on various State maintained expressway and arterial routes located within the counties of McHenry and Kane.

#### DESCRIPTION OF IMPROVEMENT

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

## **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.”

## **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 the cleaning work that may occur during the Term of Contract.

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

## **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, 2024.**

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

## **CLEANING CYCLE WORK ORDER**

No work shall be performed by the contractor without the issuance of a work order authorizing the work. Work orders may be issued for this contract from April 1 to November 1 of the Term of Contract. A work order will show the type of work, date issued to the contractor, work order number, location, limits, quantity and completion date (not to exceed Forty (40) calendar days).

Work orders will be issued with a maximum of forty (40) calendar working days to complete the given location and limits to the satisfaction of the Engineer. The Engineer will limit the number of work orders issued during any time frame and not exceed one (1) work orders over the forty (40) calendar day period for this contract.

## **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 \$10,000.00, 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.

## **GENERAL REQUIREMENTS**

1. **WORK AUTHORIZATION AND APPROVAL:** The Engineer will authorize a Work Order with instructions to the contractor on the type and the location of work to be performed (Arterial Cleaning). The Contractor shall contact the Engineer by telephone/email 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/email on a weekday (Monday through Friday excluding holidays observed by the Illinois Department of Transportation) and 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.

Because sweeping operations need water to work effectively, sweeping will **NOT** be allowed when temperatures or wind chill factors are forecasted by the departments certified consulting meteorologists to be and or drop below freezing. **TEMPERATURE MUST BE ABOVE THIRTY TWO (32) DEGREES FARENHEIT.** All shoulders and curb lines must be free of any existing snow and or ice. Dry sweeping shall be allowed only if it is considered an emergency, immediate hazard, or any work as designated by the Department that requires first priority corrective action.

The Contractor shall repeat work that is not satisfactory. If after inspection the Engineer determines the work is to be repeated, the Engineer will (in writing) 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 3<sup>rd</sup> 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 via email.

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

2. PERFORMANCE OF WORK:

- A. Work Direction: Cleaning equipment and workers will move in the same direction as traffic.
- B. Damage to State Property: The Contractor must perform the work in a manner that will not disturb or damage State Property. Curbs, guardrails, fences, railings, light poles, delineators, semi-permanent cones and barricades, signs and the like must not be damaged or disturbed. If State property is damaged or disturbed, the cost of repairs or replacement will be borne by the Contractor.
- C. Inconvenience: The Contractor will prosecute the work in a manner that will minimize the inconvenience to the motoring public. The Contractor shall create neither air pollution with dust nor hazardous conditions with water on the pavement.
- D. Traffic Obstruction: Should the operations of the Contractor be performed in a manner that causes traffic to congest to a degree which is unsatisfactory to the Engineer, the Contractor will, at the discretion of the Engineer, cease work until the Engineer decides work can resume without undue traffic congestion.
- E. Disposal of Waste: Removal and disposal of all waste and deceased animal carcasses collected during the prosecution of this work will be the responsibility of the Contractor and will be disposed of by the Contractor at his expense. If the deceased animal carcasses are of nominal size the contractor shall contact the Engineer and request that it be disposed of in another approved manor. All applicable laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor. This applies especially to spillage, covered loads in trucks and legal dumping depots such as a commercial land fill operation.
- F. Flushing: Flushing shall not be done without receiving written approval from the Engineer. If approved, care shall be taken to prevent flushing waste into traffic or creating a hazard to traffic in areas being flushed. Flushing shall not be used for cleaning under and behind guardrail. Waste shall not be flushed outside of the area to be cleaned. All Water Trucks should have **down facing** nozzles as to not move debris outside of the cleaning area. . Vehicles without the proper nozzle will be removed for the project until they are in good working order and meet the requirements.
- G. Solid Waste Management Site: The Contractor will not be allowed to use any State right-of-way or any existing Department solid waste management site as part of this contract. The Contractor may procure an Illinois Environmental Protection Agency, Bureau of Land permit to develop and operate a private solid waste management site to transfer non-hazardous waste generated from street sweeping. The cost of developing and operating a private solid waste management site shall be considered as included in the contract unit prices bid for the work, and no additional compensation will be allowed.
- H. Sweeper Speed Limit: At no time shall the sweeping unit and any related vehicles in the sweeping train exceed **15** miles per hour in speed while performing any work.

3. **EQUIPMENT AND LABOR:** The Contractor is hereby informed and shall understand that sufficient equipment and labor force shall be provided and maintained so that the various cleaning cycles and work orders are satisfactorily completed within the allotted time and that cleaning cycles are started in close conformance with the Schedule of Starting Dates shown in the special provisions and plans regardless of overlapping.

The Contractor, taking into consideration lost work days due to weather, will be expected to provide the necessary number of sweeping units and labor force to satisfactorily complete the Full Expressway Cleaning Cycle, the Full Arterial Cleaning Cycle, Supplemental sweeping, Supplemental Litter Picking, Sign Cleaning and other cleaning cycles on time. The Contractor shall provide adequate and sufficient supervision, equipment and labor to ensure a satisfactory, safe completion of all work to meet the cleaning schedules as shown in the plans.

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

Personnel shall be made available, with hand tools, to clean areas not accessible to sweeping units, such as on top of raised medians, aggregate/ stone shoulders regardless of width, under and 10 feet behind all guardrail regardless of surface type, drainage swales, roadway runoffs, sidewalk; also to loosen tightly compacted dirt in curb lines. Hand work will also be required for the removal of all rubbish, debris and litter including but not limited to sand, rocks, gravel, concrete, wood, limbs, leaves, weeds, garbage and animal carcasses from all surfaces on expressways and arterials.

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

The Contractor shall furnish a total of fifteen (15) two-way mobile communication devices meeting the approval of the Engineer as a means of expediting and maintaining communication with the Engineers. The Contractor shall install and maintain two-way mobile communication devices in State and Consultant vehicles designated by the Engineer. The communication devices shall be operated on the same frequency as the Contractor's supervisor's vehicles.

The communication devices shall remain in the State and Consultant vehicles until completion of the contract. The contractor shall remove and re-install the communication devices and plug all holes with approved material when the State changes vehicles. The Contractor shall also plug all holes at final removal of the communication devices at the end of the contract. The cost of this work shall be considered included in the cost of the contract.

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

All vehicles are to be equipped with working two-way radios at all times while work is being performed. Vehicles with out two-way radios or non-working radios will be removed for the project until they are in good working order.

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

All personnel working under this contract will be required to wear an approved flagger vest when not in a vehicle.

4. DRAINAGE SWALES AND STRUCTURES: Particular care shall be taken to prevent dirt and rubbish from being pushed into roadway drainage structures. All bridges located within the specified limits of the Arterials that have drainage structures (scuppers, inlets, floor drains etc.) shall be cleaned by utilizing vacuum type sweepers or other approved equipment and methods that will prevent dirt and rubbish from being deposited into the drainage structures. All drainage structures, frames and lids and swales (within 10') shall be cleaned regardless of water and/or material in the structure. Material removed from these areas must be removed from the site and not disposed of in an unsatisfactory manner. The cost of removal of any such waste shall be the responsibility of the Contractor. This work shall be included in the price of the Full Cleaning Cycles.
5. EXTRA WORK: If the Contractor is required by the Engineer to perform cleaning work other than that delineated in these Special Provisions, payment for such work will be in accordance with Article 109.04 of the Standard Specifications.
6. METHOD OF MEASUREMENT: The satisfactory completion of a Full Arterial Cleaning Cycle will be the standard measurement for payment.

It shall be the Contractor's responsibility to notify the Engineer when each cycle and/ or work order is completed on any designated routes.

If a cleaning cycle cannot be completed due to unforeseen highway operational reasons; including, but not limited to, areas of roadway under construction during the period of the contract and emergency conditions resulting in closures or restrictions for safety purposes, payment will be made for the percentage of the cycle completed and will be calculated by shoulder and curb mileage basis. The Contractor will not be compensated for parts of cycles that are not complete. The Engineer shall determine to what extent work is not completed. Any work that cannot be completed shall be stated by the contractor on the report of contractor's daily work. The contractor shall include limits, mileage and reasons.

8. BASIS OF PAYMENT: Arterial cleaning will be paid for at the contract unit price per each for FULL ARTERIAL CLEANING CYCLE and at the contract unit price per each for FULL ARTERIAL CLEANING CYCLE.

Supplemental Sweeping will be paid for at the contract unit price per curb mile for SUPPLEMENTAL SWEEPING.

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

9. **QUANTITIES:** The quantities of cleaning cycles and curb miles specified in this contract are estimated amounts and are intended as approximations to be used for bidding purposes only. The contractor shall understand before bidding that all individual estimated shoulder and curb mile limits shown for each expressway will stand as shown regardless of whether the mileage is low or high. No additional mileage compensation will be allowed. It shall be understood that the unit prices of this contract will prevail throughout the period of this contract.
10. **CONTRACT BOND:** The successful bidder, at the time of execution of the contract shall deposit with the Department in accordance with the Standard Specifications for Road and Bridge Construction, a surety bond in the amount of fifty thousand dollars (\$50,000). The form of the bond shall be that furnished by the Department, and the surety shall be acceptable to the Department.

#### **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: 701426, 701427 and 701901

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

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

## KEEPING THE ARTERIALS OPEN TO TRAFFIC

### 1. GENERAL

The Contractor shall not park any equipment or vehicles unnecessarily on the shoulder. Whenever work is in progress adjacent to the traveled way, the Contractor shall provide necessary traffic control signs to warn the public and protect the work site as required herein or as provided in the Standards. The Contractor shall remove all equipment from the shoulder and median after working hours every day of the week. Also, the contractor's personnel shall be prohibited from crossing the roadway and all pedestrian movements on the Freeway will be limited to barricaded areas. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Operations Engineer (847-705-4170) twenty-four (24) hours in advance of all lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent closures on all Arterials in District One.

All lane and shoulder closures shall be immediately removed during all adverse weather conditions **without exception**, including but not limited to Rain, Wet road surface (spray from tires), Mist, Drizzle, Sleet, Snow, Fog and any other circumstance determined unsafe by the Engineer. **The contractor shall implement this contract requirement immediately without waiting for department instructions.** Any work performed during the listed hazardous conditions will be noted and will need to be cleaned properly at the Engineers discretion.

Because sweeping operations need water to work effectively, sweeping will **NOT** be allowed when temperatures or wind chill factors are forecasted by the departments certified consulting meteorologists to be and or drop below freezing. **TEMPERATURE MUST BE ABOVE THIRTY TWO (32) DEGREES FARENHEIT.** All shoulders and curb lines must be free of any existing snow and or ice. Dry sweeping shall be allowed only if it is considered an emergency, immediate hazard, or any work as designated by the Department that requires first priority corrective action.

Additional lane and shoulder closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events. Major construction projects may also require additional restrictions on some expressways.

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

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.

No dumping will be allowed within state roadways or municipal side streets. Locations for dumping will be the contractor's responsibility. Unless approved in writing by the engineer.

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

2024:

MARCH 29 - APRIL 1	EASTER HOLIDAY
MAY 24 - MAY 28	MEMORIAL DAY HOLIDAY
JULY 1 - JULY 5	INDEPENDENCE DAY HOLIDAY
AUGUST 30 - SEPTEMBER 3	LABOR DAY HOLIDAY
NOVEMBER 27 - DECEMBER 2	THANKSGIVING HOLIDAY
DECEMBER 23 - JANUARY 2, 2025	CHRISTMAS / NEW YEAR'S HOLIDAY

2. ARTERIAL CLEANING

One lane closures and shoulder closures shall NOT be permitted between 6:00 AM to 9:00 AM and 4:00 PM to 6:00 PM on Arterial Highways, unless as otherwise approved by the Engineer.

**ARTERIAL HIGHWAY CLEANING**

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

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

2. DEFINITIONS:
  - A. Full Arterial Cleaning Cycle: Complete cleaning of all contract areas within the limits of all the arterial highways specified herein, including debris, rubbish and litter which has accumulated over the seasons, shall be considered a Full Arterial Cleaning Cycle. Mechanical and/or hand sweeping will be required to remove debris, rubbish and litter that has accumulated.
3. SCHEDULE OF CLEANING: The Full Arterial Cleaning Cycle shall be completed on or before the 40 calendar days regardless of overlap. Full Arterial Cleaning Cycles shall start in close conformity with the starting dates shown on the Work Order.
4. SEQUENCE OF WORK: The Contractor shall submit at the preconstruction meeting, a sequence of work for the Full Arterial Cleaning Cycle. The sequence of work shall be approved by the Engineer prior to commencing operations. It is required that the Full Arterial Cleaning Cycle be completed to the satisfaction of the Engineer. The Contractor may be required to alter the sequence of work at any time throughout the duration of the contract upon instruction from the Engineer.
5. PARKING: It will be the Contractor's responsibility to ascertain ALL parking locations for each cleaning cycle. Parking is permitted along various routes at various times within certain municipalities. A listing of parking locations is included in the special provisions beginning on page number 15. Municipalities may add and or eliminate locations throughout the term of this contract. The contractor will be required to provide "No Parking" signs at least 24 hours in advance of sweeping work to prohibit parking as needed during each cleaning period. Temporary no parking signs shall be minimum size of 17" X 22" with lettering not less than one inch in height, setting forth the day or days and hours parking is prohibited. Temporary no parking signs shall be constructed from materials that will resist tearing and weather. Temporary no parking signs shall be placed at a height not less than five (5) feet from the existing ground height to the bottom of the sign and facing the direction of traffic. The temporary no parking signs shall be approved by the Engineer prior to use. The contractor shall solicit no parking enforcement assistance from the municipalities. *The contractor shall submit documentation to the Engineer verifying the solicitation of the no parking enforcement from the municipalities for each cleaning cycle.* The contractor shall remove the temporary "No Parking" signs promptly after completing sweeping operations. Furnishing, installing and removing temporary "No Parking" signs will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for the cleaning cycle involved, and no additional compensation will be allowed.
6. METHOD OF MEASUREMENT: The Full Arterial Cleaning Cycle pay item shall be measured for payment in concrete curb miles. The length of concrete curb miles paid for shall include the cleaning of all location limits and areas of debris as described in LOCATION AND LIMITS OF CLEANING and no additional compensation will be allowed.



7. **CLEANING CYCLE ADJUSTMENT BASIS:** The total curb miles for a complete Full Arterial Cleaning Cycle is estimated to be approximately **299.5** concrete curb miles and is the basis to be used in computations when a cleaning cycle cannot be completed due to unforeseen highway operational reasons.

## **SUPPLEMENTAL SWEEPING**

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

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

2. **DEFINITION:**

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

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

3. **PARKING:** Parking is permitted along various routes within certain municipalities. It will be the Contractor's responsibility to ascertain these locations and to provide no parking signs as may be required to prohibit parking during the cleaning period. Enforcement assistance shall be solicited from the municipalities by the Contractor. The temporary no parking signs shall be approved by the Engineer prior to use. The Contractor shall remove the temporary no parking signs promptly after completing sweeping operations. Furnishing, installing and removing temporary no parking signs will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for the cleaning cycle involved, and no additional compensation will be allowed.

**ARTERIAL HIGHWAYS TO BE CLEANED**

**WOODSTOCK TEAM SECTION CLEANING LOCATIONS**

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

**ARTERIAL HIGHWAYS TO BE CLEANED**

**ST. CHARLES TEAM SECTION CLEANING LOCATIONS**

KEY LOC.	ROUTE	LIMITS	EST. CURB MILES
<b>SC1</b>	IL-72	IL-25 to Dekalb County Line including Frontage Rd. from Timothy Ct. to IL-25	8.9
<b>SC2</b>	IL-38	Dekalb County Line (County Line Rd) to West St	4.2
<b>SC3</b>	IL-58	IL-59 to Hiawatha Rd	1.3
<b>SC4</b>	IL-59	IL-64 to IL-58	35.6
<b>SC5</b>	IL-19	Shales Pkwy to Barrington Rd	7.2
<b>SC6</b>	IL-64	13th Ave to IL-59	12.9
<b>SC7</b>	IL-68	IL-62 to IL-72 including the following Frontage Rds.: #1 West of IL-25 to IL-25. #2 IL-25 to Vista Lane	4.9
<b>SC8</b>	McLean Blvd	Spring St. to IL-31	1.8
<b>SC9</b>	IL-47	Main St (Huntley) to E/B US-30 (end of divided road)	19.4
<b>SC10</b>	IL-31	IL-62 to Davis/ W. River Rd. (S/O I-90)	15.0
<b>SC11</b>	IL-25	IL-62 to IL-72 including Frontage Rd. form Park St. to end of Frontage Rd.	10.8
<b>SC12</b>	US-30	Dekalb County Line to IL-47	2.3
<b>SC13</b>	US-20	Getty Rd to Weld Rd	1.7
<b>SC14</b>	IL-62	IL-31 to IL-68	9.6
<b>SC15</b>	IL-25	Hammond Ave to Johnor Ave	7.0
<b>SC16</b>	Galena Blvd	IL-47 to Canterbury Rd	1.6
<b>SC17</b>	IL-25	Laurel St to Zengele Ave	2.4
<b>SC18</b>	IL-56	IL-25 to IL-31	1.0
<b>SC19</b>	IL-56	Ronald Reagan Toll (I-88) to IL-47	0.4
<b>SC20</b>	IL-31	Elgin City Limit to CNW RR Bridge Overpass	4.5
<b>SC21</b>	IL-31	S/O Midway Dr. to Sullivan Rd. Including: W. Frontage Rd. from IL-31 to start of curve to west (just S/O I-88)	7.0
<b>SC22</b>	IL-64	DeKalb County Line (County Line Rd) to Randall Rd.	3.0
<b>Total St Charles Curb Miles</b>			<b>162.5</b>

**“NO PARKING” SIGN POSTINGS FOR ARTERIAL STREET SWEEPING**

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

**SWEEPING WORK ORDER**



	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Arterial Sweeping Work Order</b> </div>
--	--

**Cleaning Year:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

<b>This is an Authorization to Clean:</b>	
County:	_____
Team Section:	_____
Proposed Miles:	_____
<p><b>NOTE:</b> The contractor, <b>SHALL NOT</b> perform any work during any adverse weather conditions such as rain, drizzle snow, fog and as determined 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.</p>	

**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:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Authorization of Work:</b> _____	
Engineer Signature: _____	Date: _____

## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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



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

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

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

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

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

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

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

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

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

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

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.



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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

- (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) **FINAL PAYMENT.** After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) **ENFORCEMENT**. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION**. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

#### **ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)**

Effective: June 2, 2021

Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 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.

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.

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."

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."

#### **SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

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

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

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

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

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 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 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

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

#### **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

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

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



**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

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

**WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

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

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

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

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

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

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

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

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

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

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

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

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

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

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

## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

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

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