

23

March 8, 2024 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 62W28
COOK County
Section 2023 VAR GRAFFITI/LITTER
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. March 8, 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. 62W28
COOK County
Section 2023 VAR GRAFFITI/LITTER
Various Routes
District 1 Construction Funds**

This improvement consists of the litter picking and debris removal, graffiti cleaning and posting security at graffiti cleaning on the surfaces on State DOT right of way at various locations.

- 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	2
TERM OF CONTRACT	3
CONTRACT COMPLETION DATE	3
PROSECUTION OF THE WORK	3
INTERPRETATION OF QUANTITIES	3
INTERIM COMPLETION DATE (VIA CALENDAR DAYS)	3
FAILURE TO COMPLETE THE WORK ON TIME.....	4
GENERAL REQUIREMENTS	4
TRAFFIC CONTROL PLAN	7
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)(MAINTENANCE)	8
LITTER PICKING	11
GRAFFITI REMOVAL	17
PUBLIC CONVENIENCE AND SAFETY (D1)	21
FAILURE TO COMPLETE THE WORK ON TIME.....	21
UNARMED HIGHWAY SECURITY PATROL SERVICES.....	22
WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)	24
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC	25
WORK ORDER SHEET	30
COMPENSABLE DELAY COSTS (BDE).....	31
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE).....	34
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	36
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE).....	45
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)	46
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)	47
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	48
SUBMISSION OF PAYROLL RECORDS (BDE)	48
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)	49
WEEKLY DBE TRUCKING REPORTS (BDE).....	50
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	50

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 2023 Var Graffiti/Litter, Cook County, Contract No. 62W28 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 2023 Var Graffiti/Litter
Cook County
Contract No. 62W28

LOCATION OF IMPROVEMENT

This work is located on the Kennedy (I-90/94), the Dan Ryan (I-90/94), the Eisenhower (I-290), and the Stevenson (I-55) Expressways in Cook County

DEBRIS/LITTER REMOVAL	
Expressways	Limits
EB and WB Kennedy Expressway (I-90/94)	Cumberland Ave to Congress Pkwy; Ohio Street and Ontario Street Feeder Ramps
EB and WB Eisenhower Expressway (I-290)	Wells Street to 1 st Ave
NB and SB Stevenson Expressway (I-55)	Lake Shore Drive (US 41) to Harlem Ave
EB and WB Dan Ryan Expressway (I-90/94)	Congress Pkwy to 35 th Street; Chinatown Feeder Ramps;

UNARMED HIGHWAY SECURITY PATROL SERVICES and GRAFFITI REMOVAL	
Expressways	Limits
EB and WB Kennedy Expressway (I-90/94)	Ohio Street to River Road; Ohio Street and Ontario Street Feeder Ramps
EB and WB Eisenhower Expressway (I-290)	Wells Street to 1 st Ave (IL 171)
NB and SB Stevenson Expressway (I-55)	Lake Shore Drive (US 41) to Harlem Ave (IL 43)
EB and WB Dan Ryan Expressway (I-90/94)	Ontario Street to 35 th Street; Chinatown Feeder Ramps; Ohio Street and Ontario Street Feeder Ramps

DESCRIPTION OF IMPROVEMENT

The work to be completed under this contract is LITTER/ DEBRIS PICKING, UNARMED HIGHWAY SECURITY PATROL SERVICES, and GRAFFITI REMOVAL.

The work to be done under LITTER/DEBRIS PICKING shall consist of the pickup, removal and satisfactory disposal of 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 completion of each Work Order 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 Litter Picking will be described in subsequent pages of these Special Provisions.

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

The work to be done under UNARMED HIGHWAY SECURITY PATROL SERVICES This work shall consist of providing unarmed security patrol services to drive through the project limits as specified for each of the identified expressway limits to monitor graffiti and vandalism as directed by the Engineer. The unarmed security patrol services will compose of one security guard/patrol for each of the expressways listed in Locations of Services for a total of four security guard/patrol at any given time.

TERM OF CONTRACT

The term of this contract shall be from contract execution to December 31, 2024, for Litter Picking and Graffiti Removal. The term of this contract shall be from contract execution to December 31, 2024, for Highway Security Patrol, or as specified for pay item.

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**, or as specified for pay item.

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

PROSECUTION OF THE WORK

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

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

INTERPRETATION OF QUANTITIES

The quantities shown in the Summary of Quantities are approximate to perform the cleaning, graffiti abatement, and patrol 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.

INTERIM COMPLETION DATE (VIA CALENDAR DAYS)

The Contractor shall complete each Litter Picking Work Order on or before the completion date as stated in the Work Order which will be based upon 14 calendar days regardless of over lapping work orders.

The Contractor shall complete each Graffiti Removal Work Order on or before the completion date as stated in the Work Order which will be based upon 3 calendar days regardless of over lapping work orders.

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

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Interim Completion Date (via Calendar days) ", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$1,000.00, 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 verbally instruct the contractor on the type and the location of work to be performed (Expressway Cleaning, Arterial Cleaning, Supplemental Sweeping, Supplemental Litter Picking and Sign Cleaning). The Contractor shall contact the Engineer by telephone no later than 6:30 AM each workday (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation), to coordinate and obtain approval for daily work. The Contractor shall not revise the sequence of daily planned work without the Engineer's approval.

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

The Contractor shall contact the Engineer by telephone on a weekday (Monday through Friday excluding holidays observed by the Illinois Department of Transportation) at least **72 hours** in advance of work on Saturdays, Sundays or holidays (including holidays observed by the Illinois Department of Transportation). Verbal work authorization instructions will be followed by written confirmation.

The Contractor shall repeat work that is not satisfactory. If after inspection the Engineer determines the work is to be repeated, the Engineer will verbally instruct the Contractor on the type and the location of the work to be repeated by the later of the following: 11:30 AM of the 3rd day (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation) following the day the work was performed or 55 hours after receipt of the completed Report of Contractor's Daily Work.

After satisfactory completion of the work, the Contractor will be furnished a written document of acceptance. Written authorization and/or acceptance of work will be made on forms established for this purpose. Samples of these forms are part of these Special Provisions.

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 litter picking work order 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 pay by MILE that was deleted and no additional compensation will be allowed. The Contractor shall indicate all sections of roadway deleted from the work order, 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. 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.

- 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 work orders are satisfactorily completed within the allotted time and that work orders are started in close conformance with the Schedule of Starting Dates shown in the special provisions and plans regardless of overlapping.

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

All 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. **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.

- 5. **METHOD OF MEASUREMENT:** The satisfactory completion of Litter Picking will be the standard measurement for payment.

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

Litter Picking will be measured for payment in miles of expressway shoulder cleaned and in miles of rounded down to the tenth of a mile. A standard automobile odometer shall be used by the Engineer to make the measurements. Litter Picking not authorized in writing by the Engineer will not be measured for payment.

It shall be the Contractor's responsibility to notify the Engineer when litter picking is completed.

6. BASIS OF PAYMENT: Litter Picking will be paid for at the contract unit price per mile for LITTER PICKING.
7. QUANTITIES: The quantities of lineal 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 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.
8. 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 five hundred thousand dollars (\$500,000). 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: 701106, 701426 and 701901

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

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

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)(MAINTENANCE)

Effective: March 8, 1996

Revised: January 1, 2018

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

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

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

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

Additional requirements for traffic control devices shall be as follows.

- (a) **Traffic Control Setup and Removal.** The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and Section 701 of the Standard Specifications. Failure to meet this requirement will be subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.
- (b) **Sign Requirements**
 - (1) **Sign Maintenance.** Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party.
 - (2) **Work Zone Speed Limit Signs.** Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the existing posted speed limit, work zone speed limits shall be established and signed as follows.
 - a. **Existing Speed Limit of 55mph or higher.** The initial work zone speed limit assembly located approximately 4200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign. If existing speed limit is over 65mph then additional signage should be installed per 701400.
 - b. **Existing Speed Limit of 45mph.** The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
 - (3) **Exit Signs.** The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12-inch capital letters and a 20-inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8-inch capital letters.

- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.
- (c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light.

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

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

Method of Measurement.

Traffic Control and Protection will not be measured for payment.

All work for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions shall be included in the contract unit prices for the construction item involved. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701406, 701411, 701416, 701426, 701428, 701446, 701901 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

Basis of Payment.

- (a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.
- (b) Work or revisions in the phasing of construction or maintenance operations may require traffic control to be installed in accordance with a Standard other than those included in the plans. In such cases, the Standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added Standards will be according to Article 109.04. Revisions or modifications to increase the traffic control protection shown in the contract shall be submitted by the Contractor for approval by the Engineer. A reduction of the traffic control shown in the contract will not be allowed.

LITTER PICKING

Description

The work to be completed under this contract consists of Litter Picking the right of ways using either a manual or mechanical method to remove garbage and debris from the edge of pavement to the Pedestrian Barrier adjacent to the State-owned roadways.

1. 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, un-stabilized areas 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. 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.

- D. 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 animal carcasses are deemed to be in excess in size, it is the contractor's responsibility to contact the Engineer for proper removal. 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.
- E. 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 litter picking. 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.
- F. Items to be Litter Picked: The items required for Litter Picking includes but not limited to:
- Debris, animal carcass, dead bushes, broken branches, limbs, discarded fruits and vegetables.
 - Paper and cardboard including containers and boxes. Plastic including container, boxes bags and bottles. Glass and broken glass, including bottles and the result of breakages of vehicle glass. Wood including containers, boxes and construction debris.
 - Scrap metal of all sorts
 - Pallets and furniture
 - Vehicle parts, tires, rims, including all vehicle parts from accidents, breakdowns or car fires.
 - Fabrics including clothing, rags, curtains and carpet.
 - Rubble including concrete, plaster, bricks, blocks and other building and landscaping waste and materials, and any other discarded objects deposited on the highway Right of Way.
 - "small items" shall mean items of the size of cigarette ends, drink can ring pulls and similar size or smaller shall not be included in the Litter Picking unless instructed by the Engineer.
2. **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 litter picking work orders are satisfactorily completed within the allotted time and that work orders are started in close conformance with the Issued Date of Work Order shown on the submitted work order.

The Contractor, taking into consideration lost work days due to weather, will be expected to provide the necessary number of labors to satisfactorily complete the Litter picking Work Order 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 specified in the Work Order.

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.

in accordance with the plan sheets District One details for typical application of traffic control devices for highway and sign cleaning operations.

All vehicles are to be equipped with high intensity amber strobes. Strobes, headlights and flashers shall be displayed at all times. When work shall be performed in accordance with the plan sheets District One details for typical application of traffic control devices for highway cleaning operations and off-road operations.

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

Litter Picking 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 June 1 to December 31 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 ten (10) calendar days).

Work orders will be issued with a maximum of ten (10) calendar working days to complete the given location and limits to the satisfaction of the Engineer. A work order quantity request will not exceed 28 miles for completion for the ten (10) calendar working day period. The Engineer will limit the number of work orders issued during any time frame and not exceed three (3) work orders over the ten (10) calendar day period.

3. BASIS OF PAYMENT: Litter Picking will be paid for at the contract unit price per MILE for LITTER PICKING.
4. QUANTITIES: The quantities of Litter Picking 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 lane miles 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.

LITTER PICKING GENERAL REQUIREMENTS

5. **WORK AUTHORIZATION AND APPROVAL:** The Engineer will verbally instruct the contractor on the type and the location of work to be performed (Expressway Cleaning, Arterial Cleaning, Supplemental Sweeping, Supplemental Litter Picking and Sign Cleaning). The Contractor shall contact the Engineer by telephone no later than 6:30 AM each workday (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation), to coordinate and obtain approval for daily work. The Contractor shall not revise the sequence of daily planned work without the Engineer's approval.

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

The Contractor shall contact the Engineer by telephone on a weekday (Monday through Friday excluding holidays observed by the Illinois Department of Transportation) at least **72 hours** in advance of work on Saturdays, Sundays or holidays (including holidays observed by the Illinois Department of Transportation). Verbal work authorization instructions will be followed by written confirmation.

The Contractor shall repeat work that is not satisfactory. If after inspection the Engineer determines the work is to be repeated, the Engineer will verbally instruct the Contractor on the type and the location of the work to be repeated by the later of the following: 11:30 AM of the 3rd day (excluding Saturdays, Sundays, and holidays observed by the Illinois Department of Transportation) following the day the work was performed or 55 hours after receipt of the completed Report of Contractor's Daily Work.

After satisfactory completion of the work, the Contractor will be furnished a written document of acceptance. Written authorization and/or acceptance of work will be made on forms established for this purpose. Samples of these forms are part of these Special Provisions.

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 litter picking work order 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 pay by MILE that was deleted and no additional compensation will be allowed. The Contractor shall indicate all sections of roadway deleted from the work order, including mileage and the reason for deletion, on the Report of Contractor's Daily Work.

6. 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. 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.

7. **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 work orders are satisfactorily completed within the allotted time and that work orders are started in close conformance with the Schedule of Starting Dates shown in the special provisions and plans regardless of overlapping.

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

All 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.

8. **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.
9. **METHOD OF MEASUREMENT:** The satisfactory completion of Litter Picking will be the standard measurement for payment.

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

Litter Picking will be measured for payment in miles of expressway shoulder cleaned and in miles of rounded down to the tenth of a mile. A standard automobile odometer shall be used by the Engineer to make the measurements. Litter Picking not authorized in writing by the Engineer will not be measured for payment.

It shall be the Contractor's responsibility to notify the Engineer when litter picking is completed.

10. **BASIS OF PAYMENT:** Litter Picking will be paid for at the contract unit price per mile for LITTER PICKING.
11. **QUANTITIES:** The quantities of lineal 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 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.

GRAFFITI REMOVAL

Description: This work shall consist of removing graffiti from various surfaces on State DOT right of way or other locations as directed by the Engineer, by the methods described in this specification. The work will be restricted to include shoulders and area from edge of pavement to the State right of way. There will be no work orders issued in lanes of traffic unless otherwise directed by Engineer to work within a traffic closure provided by others.

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

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

Paint: All paint used shall meet the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Graffiti Removal Work Order: No work shall be performed by the contractor without the issuance of a work order authorizing the work. Work orders may be issued for this contract from June 1 to December 31 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 three (3) calendar days).

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

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

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.”

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for “Interim Completion Date (via Calendar days)”, or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$1,000.00, 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.

UNARMED HIGHWAY SECURITY PATROL SERVICES

Description: This work shall consist of providing unarmed security patrol services to drive through the project limits as specified for each of the identified expressway limits to monitor graffiti and vandalism as directed by the Engineer. The unarmed security patrol services will compose of one security guard/patrol for each of the expressways listed in Locations of Services for a total of four security guard/patrol at any given time.

Date of Services: This work shall be completed Monday through Friday from 6 pm to 6 am and 24 hours a day on Saturday and Sunday between August 10th, 2024 to August 23rd, 2024.

Locations of Services:

Expressways	Limits
EB and WB Kennedy Expressway (I-90/94)	Ohio Street to River Road; Ohio Street and Ontario Street Feeder Ramps
EB and WB Eisenhower Expressway (I-290)	Wells Street to 1 st Ave (IL 171)
NB and SB Stevenson Expressway (I-55)	Lake Shore Drive (US 41) to Harlem Ave (IL 43)
EB and WB Dan Ryan Expressway (I-90/94)	Ontario Street to 35 th Street; Chinatown Feeder Ramps; Ohio Street and Ontario Street Feeder Ramps

Equipment: The Contractor shall furnish all supplies and equipment necessary to perform the service required by this contract. The Contractor will provide a uniform and vehicle that is easily identifiable with Contractor markings on both sides of the vehicle and high intensity amber strobes that is easily visible from the front and rear of the vehicle. The Contractor is to provide equipment that allows the Patrol to make calls handsfree while driving. All equipment shall be subject to the Engineer's approval before any work can begin.

Requirements and Responsibilities: The Contractor shall provide four unarmed security guard/patrol services; one for each of the locations specified. The patrols will be required to travel along their assigned expressway, at intervals no longer than 4 hours, and monitor for graffiti and/or vandalism. The patrols are to observe for graffiti and vandalism on but not limited to overhead signs, bridges, retaining walls, fence, and various barriers. Upon witnessing the application of graffiti or any other vandalism, the patrol is to activate their emergency lighting, temporarily stop and park on a full-sized shoulder or as close as possible to the edge of pavement, and contact emergency services at 911 and then IDOT Communication Center at 847-705-4228 and communicate any known issues or hazards at the reported location. If the patrol steps out of the vehicle, they are required to wear an approved flagger vest. In addition, the Contractor is to list every inspection with a log of all observed issues on an inspection form, furnished by the Engineer, and shall return a completed form on the first working day after inspections are made.

The Contractor shall provide for the safety of its employees and shall accept total responsibility and provide supervision for its employees. The Contractor shall ensure that its security guards are accountable, responsible, courteous, able to handle unexpected situations in a professional manner.

Contractor shall identify a backup patrol that is fully oriented and trained as to responsibilities to provide coverage when regularly assigned patrol is absent. The Contractor shall designate a primary point of contact with which State staff may communicate regarding scheduling issues. If the designated point of contact is unavailable at the time of contact from the Engineer, a return call or e-mail shall be initiated within a thirty (30) minute time frame. In the event that the primary point of contact is unavailable, the Contractor shall notify the Engineer in advance and provide information for an alternate point of contact. In addition to a primary and secondary point of contact, the Contractor shall provide the names and contact information for a regional and/or branch manager assigned to this contract.

The Contractor shall have twenty-four (24) hour dispatch availability to ensure extra patrols are available on short notice if required, including, but not limited to, when an assigned guard does not report for duty, is tardy, or leaves during the work day or when security needs arise for special events or unforeseen requirements.

The Contractor shall immediately notify the Engineer in the event that an assigned security guard is delayed or will be absent; and within two hours of the time the assigned guard's shift was to start, the Contractor shall supply oriented, registered, qualified replacement personnel as needed to ensure that all shifts and posts are covered. In the event that an assigned guard must leave prior to the end of the workday, the Contractor shall notify the Engineer and shall ensure that an oriented, qualified replacement guard is in place to fill the post without any gap in coverage.

The Contractor shall dispatch an oriented replacement patrol(s) to the expressways within two hours of notification by the State that a post is not staffed whenever the regularly scheduled guard is unable to perform duties for any given shift. The replacement guard shall be in complete uniform and fully equipped.

Security Guard Qualifications:

1. Each security guard providing services under this contract shall:
 - a. Possess a minimum of one year experience as a military security officer, a civilian security guard, or certified police officer;
 - b. Be 21 years of age or older; and
 - c. Be a high school graduate or have earned a General Educational Development (GED) high school equivalency diploma.

The Contractor shall provide documentation that each of these qualifications has been met to the Engineer or his/her designee for each guard assigned to provide services via this contract.

2. The Contractor shall ensure that the security guards assigned to work under this contract shall be in good mental and physical health and capable of performing the assigned work. The Contractor's security guards shall possess binocular vision correctable to 30/30 (Snellen) and be free of color blindness.
3. Security guards assigned to work under this contract agreement must possess good communication skills, be literate to read and understand printed regulations, written orders, training instructions and materials, and be able to compose complete, accurate written reports as required.
4. Security guards shall be able to speak and understand English fluently and have the ability to read all printed documentation which is written in English.

Method of Measurement: This work will be quantified per calendar days worked. Each weekday day will include four guards from 6 pm to 6 am, starting Monday at 12 am, and will be paid at a rate of 0.5 of a calendar day. Each weekend day will include four guards at all times, 24-hours per day, and will be paid at a rate of a full calendar day. Each security guard shall be allowed one thirty (30) minute break once every eight hours. The Contractor shall invoice the State only for those persons who are actually present on State posts and whose duties are used exclusively for the purpose of providing the patrolling service specified herein. The State will not compensate the Contractor for any time during which the Contractor's personnel are conducting activities which are unrelated to the required services of this contract. Tardiness, absenteeism, any activities unrelated to the contract including equipment breakdowns, will be deducted on an hourly pro-rated basis.

Basis of Payment: This work will be paid for at the contract unit price per calendar day for SERVICE PATROL.

WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)

Effective: May 30, 2006

Revised: June 15, 2010

Revise Article 701.19 Method of Measurement to read:

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

Revise Article 701.20 Basis of Payment to read:

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

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

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

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

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

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

LOCATION: I-90/94 Kennedy: E. River Road to Ohio

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday - Thursday	1-Lane*	9:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
Friday	1-Lane*	10:00 PM (Fri)	to	8:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane*	9:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	8:00 AM (Sun)

* Kennedy 1-Lane Closure hours may be more restrictive if the Reversible Lanes are also closed.

LOCATION: I-90/94 Kennedy: Ohio to I-290

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday - Thursday	1-Lane	10:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
Friday	1-Lane	10:00 PM (Fri)	to	8:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	10:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	8:00 AM (Sun)

LOCATION: I-90/94 Kennedy: Ohio/Ontario Feeder Ramps

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday - Thursday	1-Lane	9:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
Friday	1-Lane	10:00 PM (Fri)	to	8:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	9:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	8:00 AM (Sun)

LOCATION: I-90/94 Kennedy REVERSIBLES

WEEK NIGHT	ALLOWABLE LANE CLOSURE HOURS
Sunday - Friday	9:00 PM to 5:00 AM
Friday	11:00 PM (Fri) to 6:00 AM (Sat)
Saturday	11:00 PM (Sat) to 8:00 AM (Sun)

LOCATION: Dan Ryan: 71st to 31st

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS					
		INBOUND			OUTBOUND		
Sunday - Thursday	1-Lane	8:00 PM	to	5:00 AM	9:00 PM	to	6:00 AM
	2-Lane	10:00 PM	to	5:00 AM	11:00 PM	to	6:00 AM
	Full Express	11:59 PM	to	5:00 AM	1:00 AM	to	5:00 AM
Friday	1-Lane	8:00 PM (Fri)	to	8:00 AM (Sat)	9:00 PM (Fri)	to	9:00 AM (Sat)
	2-Lane	11:00 PM (Fri)	to	6:00 AM (Sat)	11:59 PM (Fri)	to	7:00 AM (Sat)
	Full Express	11:59 PM (Fri)	to	6:00 AM (Sat)	1:00 AM (Sat)	to	6:00 AM (Sat)
Saturday	1-Lane	9:00 PM (Sat)	to	10:00 AM (Sun)	9:00 PM (Sat)	to	11:59 AM (Sun)
	2-Lane	11:00 PM (Sat)	to	9:00 AM (Sun)	11:59 PM (Sat)	to	9:00 AM (Sun)
	Full Express	11:59 PM (Sat)	to	7:00 AM (Sun)	1:00 AM (Sun)	to	7:00 AM (Sun)

Note: 1-Lane closures in the 2-lane sections of the Local lanes shall follow the 2-lane hours in the table above. Closures in the express lanes will not be allowed when only 1 lane is open in the locals in the same direction.

LOCATION: I-90/94 Dan Ryan: 31st to Roosevelt

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday-Thursday	1-Lane	9:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
	3-Lane	1:00 AM	to	5:00 AM
Friday	1-Lane	11:00 PM (Fri)	to	6:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
	3-Lane	1:00 AM (Sat)	to	6:00 AM (Sat)
Saturday	1-Lane	9:00 PM (Sat)	to	9:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	9:00 AM (Sun)
	3-Lane	1:00 AM (Sun)	to	7:00 AM (Sun)

LOCATION: I-90/94 Dan Ryan: Roosevelt to I-290

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday-Thursday	1-Lane	10:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
Friday	1-Lane	11:00 PM (Fri)	to	6:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	10:00 PM (Sat)	to	9:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	9:00 AM (Sun)

LOCATION: I-290 Extension: I-355 to Wolf (3-Lane Section)

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE CLOSURE HOURS		
Sunday - Thursday	1-Lane	8:00 PM	to	5:00 AM
	2-Lane*	11:00 PM	to	5:00 AM
Friday	1-Lane	9:00 PM (Fri)	to	9:00 AM (Sat)
	2-Lane*	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	8:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lane*	11:59 PM (Sat)	to	8:00 AM (Sun)

Note: For WB I-290 2-lane section from Wolf to I-294, all closures shall begin on the right side and use a weave, if necessary. A 1-lane closure in the 2 lane section shall follow the 2-lane hours in the table above.

LOCATION: I-290: Wolf to Central (3-Lane Section)

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE CLOSURE HOURS		
Sunday - Thursday	1-Lane	10:00 PM	to	5:00 AM
	2-Lane	11:59 PM	to	5:00 AM
Friday	1-Lane	11:00 PM (Fri)	to	6:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	11:00 PM (Sat)	to	8:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	8:00 AM (Sun)

LOCATION: I-290: Central to Wells (4-Lane Section)

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
Sunday - Thursday	1-Lane	8:00 PM	to	5:00 AM
	2-Lane	11:00 PM	to	5:00 AM
Friday	1-Lane	10:00 PM (Fri)	to	8:00 AM (Sat)
	2-Lane	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane	10:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lane	11:59 PM (Sat)	to	8:00 AM (Sun)

*3 Lane closures will only be allowed from the left and are approved for specific operations only.

I-55 Stevenson

LOCATION: I-55 Stevenson: County Line to Lake Shore Drive

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS		
			to	
Sunday - Thursday	1-Lane/Ramp	9:00 PM	to	5:00 AM
	2-Lanes	11:59 PM	to	5:00 AM
Friday	1-Lane/Ramp	10:00 PM (Fri)	to	7:00 AM (Sat)
	2-Lanes	11:59 PM (Fri)	to	6:00 AM (Sat)
Saturday	1-Lane/Ramp	9:00 PM (Sat)	to	10:00 AM (Sun)
	2-Lanes	11:59 PM (Sat)	to	8:00 AM (Sun)

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

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

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

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

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

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

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

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

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

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

WORK ORDER SHEET



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

Cleaning Year: _____ **Contract Number:** _____

This is an Authorization to Clean:	
County:	_____
Team Section:	_____
Proposed Miles:	_____
<p>NOTE: The contractor, SHALL NOT 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: _____

Authorization of Work: _____	
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 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

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

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: 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.