

## STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as Lake County Section 2X-XXXXXX-XX-XX, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
<b>Standard Specifications for Road and Bridge Construction</b>	April 1, 2016
<b>Manual on Uniform Traffic Control Devices for Streets and Highways</b> Illinois Supplement	2009 Edition June 2014 Revision
<b>Supplemental Specifications and Recurring Special Provisions</b> (indicated on the Check Sheet included herein)	January 1, 2020
<b>Standard Specifications for Water and Sewer Construction in Illinois</b>	7 <sup>th</sup> Edition, 2014

Revision 7/9/20 – Delete this note from the Contract Specifications.

### LOCATION OF IMPROVEMENT

### DESCRIPTION OF IMPROVEMENT

## DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS

### SECTION 102 ADVERTISEMENT, BIDDING, AWARD AND CONTRACT

EXECUTION (LCDOT) For use on LCDOT let projects only - do not include in IDOT let projects. Delete this note from the Contract Specifications.

Effective: January 1, 2007

Revised: July 19, 2017

**Authorization to Bid:** All Contractors shall submit a “Request for Authorization to Bid” to LCDOT and receive an approved “Authorization to Bid” response, prior to submitting a proposal for this project.

**Prequalification of Bidders:** According to the requirements of check sheet LRS 6, *Special Provision for Bidding Requirements and Conditions for Contract Proposals*, included on the Check Sheet for Recurring Special Provisions included herein, a valid (unexpired) “Certificate of Eligibility” issued by IDOT detailing the Contractor’s prequalification for the classes of work included on this project shall be provided to LCDOT as a prerequisite to LCDOT issuing an “Authorization to Bid”.

**Bid Proposals:** Contractors submitting proposals without first securing an “Authorization to Bid” will be considered **Not Responsible** and their bid will not be opened, read or otherwise considered. The unopened proposal will be returned to the Contractor.

#### **IDOT Prequalification 5 – HMA Paving:**

*CONTRACTORS and SUBCONTRACTORS holding a 5 – HMA Paving IDOT prequalification shall be limited to paving on contracts with 1200 total tons or less. The 1200 ton limit does not include HMA sidewalk, driveways, medians, paved shoulder behind curb, and/or patching.*

#### **Lake County – Vendor Disclosure Statement:**

All Contractors & Suppliers wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form with their bid proposal.

## CBID Spreadsheet:

In order to limit bid proposal math errors, all bids for this project **shall** be submitted using the CBID spreadsheet. The Contractor shall include in their bid proposal a hardcopy CBID printout. Proposals submitted without a hardcopy CBID printout will be rejected as nonresponsive and returned to the Contractor unread. Proposals submitted with a handwritten schedule of items will be rejected as nonresponsive and returned to the Contractor unread. A maximum of five pay items may have legible pen and ink entries/revisions to the unit and extended prices on the CBID printout to accommodate last minute supplier and subcontractor quotes. A legible pen and ink entry/revision to the project total bid will also be allowed.

To decrease LCDOT bid processing time, for projects with 25 or more pay items the Contractor shall include in their sealed bid envelope an electronic copy (CD or flash (thumb) drive) with a copy of the completed CBID. The hardcopy CBID printout will serve as the bid submission, while the electronic copy is only provided to aid in tabulating the bids. If there is a difference between the hardcopy CBID printout and the electronic copy provided, the hardcopy CBID printout shall take precedence and be used to complete the bid tabulation.

If the Contractor is bidding on more than one project for which an electronic copy of the CBID is required, the Contractor may include all the CBIDs on a single CD or flash drive. The CD or flash drive shall be clearly labeled with the Contractor's name and the project CBIDs included. The single CD or flash drive shall be submitted in the sealed bid envelope of one of the projects the Contractor is bidding on.

## ADDED ALTERNATIVE BIDDING

This section of the header file is for Added Alternative Bidding. Delete this section and the Added Alternative Bidding – Low Bidder Determination Examples section that follows from all standard LCDOT Projects and all IDOT projects. For Added Alternative projects edit the highlighted text to match the specific project and then remove the highlighting. Delete this note from the Contract Specifications.

Effective: April 1, 2011

**Added Alternative Bidding:** The Lake County Division of Transportation desires to maximize the available budget for this maintenance project. To accomplish this, project locations and quantities have been divided into a Base Bid (minimum project) and Added Alternatives **A, B and C**. The Added Alternatives are prioritized from **A to C** with A being the highest priority.

A Contract Award Limit of **\$XXX,000** has been designated for the **XXXXXXXX** project. As the Base Bid is the minimum project to be awarded, LCDOT **will not** award any contracts with a base bid greater than the Contract Award Limit.

For this maintenance project, the Contractor shall submit the same unit price for identical pay items, i.e. pay items with the same pay code. For example if the Contractor submits a unit price of **\$1.25 per gallon for PROTECTIVE COAT** for the Base Bid, he/she shall use the same unit price of **\$1.25 per gallon for PROTECTIVE COAT** in each of the Added Alternatives. Bid proposals submitted with different unit prices **will be rejected**. The only exception is the lump sum unit price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). The bid price in the Added Alternatives may differ from the lump sum unit price bid for the Base Bid.

The Contractor **shall** submit unit prices / bids for all pay items included in the Base Bid and **all** Added Alternatives. Incomplete bids will be considered not responsive and will not be read.

The final bid tabulation will evaluate all bids based on the base bid and the alternatives to be included in the project. The lump sum unit price for Traffic Control and Protection (Special) shall be the sum of the bid prices for the base bid and the alternatives included in the project. Alternatives not included in the project will not be included in the bid tabulation.

## **ADDED ALTERNATIVE BIDDING – LOW BIDDER DETERMINATION EXAMPLES**

Effective: April 1, 2011

For this project the low bidder will be determined using the process shown in the following examples:

**Example 1:** In this example the Contracting Authority desires to maximize the \$2,000,000 that it has available for the project. The project location and/or quantities have been divided into a Base Bid, and Added Alternatives A, B, and C. A Contract Award Limit of **\$2,000,000** has been designated.

The following bids were received:

<b>Bidder</b>	<b>Base Bid</b>	<b>Bid on Added Alternative A</b>	<b>Bid on Added Alternative B</b>	<b>Bid on Added Alternative C</b>
<b>Contractor 1</b>	<b>\$1,500,000</b>	<b>\$325,000</b>	<b>\$150,000</b>	<b>\$300,000</b>
<b>Contractor 2</b>	<b>\$1,600,000</b>	<b>\$250,000</b>	<b>\$50,000</b>	<b>\$300,000</b>
<b>Contractor 3</b>	<b>\$1,700,000</b>	<b>\$100,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>Contractor 4</b>	<b>\$1,800,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$50,000</b>

The first basis for award is the bidder submitting a bid with the most Added Alternatives (in order of priority) not exceeding the Contract Award Limit (\$2,000,000). In the example above, Contractors 1, 2 & 3 submitted bids that included the Base Bid and Added Alternatives A and B which do not exceed \$2,000,000. Contractor 4 will not be considered further because he/she submitted a bid in which the Base Bid and only Added Alternative A is less than \$2,000,000 (i.e. Contractor 4 submitted a bid with fewer options not exceeding the Contract Award Limit).

The next basis for award is the lowest bid submitted (not exceeding the Contract Award Limit) with the Base Bid and the same Added Alternative(s). In this example the Contractor's combined bids for the Base Bid and Added Alternatives A and B are:

<b>Bidder</b>	<b>Combined Bid</b>	<b>Contractor 2's bid of \$1,900,000 is the low bid</b>
<b>Contractor 1</b>	<b>\$1,975,000</b>	
<b>Contractor 2</b>	<b>\$1,900,000</b>	
<b>Contractor 3</b>	<b>\$2,000,000</b>	

In this example above it makes no difference that:

- Contractor 1 is the low bidder on the Base Bid only – because Added Alternatives A & B can be added to 1 or more of the Contractor's bids and the resulting combined bid does not exceed the Contract Award Limit they must be included.

- Contractor 3 is the low bidder on the Base Bid and Added Alternative A – because Added Alternative B can also be added to 1 or more of the Contractor’s bids and the resulting combined bid does not exceed the Contract Award Limit it must be included.
- Contractor 4 is the low bidder on the Base Bid plus all Added Alternatives – because Contractor 4’s total bid for the Base Bid and all the Added Alternatives exceeds the Contract Award Limit it cannot be considered.

**Example 2:** In this example the Contracting Authority desires to maximize the \$200,000 that it has available for a maintenance project. The project location(s) and/or quantities have been divided into a Base Bid, and Added Alternatives A, B, and C. A Contract Award Limit of **\$200,000** has been designated.

The following bids were received:

Bidder	Base Bid	Bid on Added Alternative A	Bid on Added Alternative B	Bid on Added Alternative C
Contractor 1	\$165,000	\$50,000	\$15,000	\$15,000
Contractor 2	\$160,000	\$55,000	\$25,000	\$15,000
Contractor 3	\$170,000	\$35,000	\$20,000	\$15,000
Contractor 4	\$180,000	\$30,000	\$15,000	\$15,000

Like the previous example the first basis for award is the bidder submitting a bid with the most Added Alternatives (in order of priority) not exceeding the Contract Award Limit (\$200,000). In this example, all of the combined submittals for the Base Bid plus Added Alternative A are more than \$200,000. Therefore Added Alternative A is ignored and will not be included in the contract. The bid comparison shifts to the sum of the Base Bid and Added Alternative B for which all of the Contractors submitted a bid that is less than the \$200,000 limit. The comparison continues by adding in Added Alternative C. Contractors 1 & 2 submitted bids for the Base Bid and Added Alternatives B and C which do not exceed \$200,000.

The next basis for award is the lowest bid submitted (not exceeding the Contract Award Limit) with the Base Bid and the same Added Alternative(s). In this example the Contractor’s combined bids for the Base Bid and Added Alternatives B and C are:

Bidder	Combined Bid	Contractor 1’s bid of \$195,000 is the low bid
Contractor 1	\$195,000	
Contractor 2	\$200,000	

**Contract Award and Execution:** Award and execution of contract shall be in accordance with Section 102 of the “Standard Specifications” and the following:

*Insurance certificates shall be received within **five (5) days** after the contract has been mailed to the bidder. Contract performance and payment **bond** shall be received within **ten (10) days** after the contract has been mailed to the bidder. The contract shall be executed by the successful bidder and returned within fifteen (15) days after the contract has been mailed to the bidder.*

The following paragraphs for shared services are for use on LCDOT maintenance type projects only, e.g. patching, pavement marking, signal maintenance etc... Delete this section from all other projects. Do not include in IDOT let projects. Delete this note from the Contract Specifications.

**Shared Services:** Under the authority of 30 ILCS 525, the Governmental Joint Purchasing Act the unit prices included in the proposal may be offered to other governmental units according to the following:

*The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the “Act”). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.*

*The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract (“Other Terms”) as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.*

*The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.*

**ARTICLE 105.03(e) ENVIRONMENTAL PERMITTING AGENCIES** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: December 22, 2014  
Revised: February 26, 2016

Add the following paragraph to Article 105.03 of the “Standard Specifications”

- (e) Permitting Agency Deduction: Any monetary payment required from a permitting agency related to improper erosion and sediment control may be passed along to the Contractor as a deduction from future pay estimates. Monetary payments will include fees and violations attributable to the Contractor’s actions or inaction resulting in improper erosion and sediment control. The deduction will be applied to monies due or that might become due to the Contractor. Permitting agencies include the Lake County Stormwater Management Commission, the Illinois Environmental Protection Agency, the Army Corps of Engineers, and other regulatory agencies.

**ARTICLE 105.09 SURVEY CONTROL POINTS (LCDOT)** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: January 1, 2007  
Revised: June 6, 2014

The Contractor shall furnish the Engineer with the materials required to establish survey control points according to Article 105.09 of the “Standard Specifications” and the following:

**Paint:** *The Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The quality of the marking paint shall be as manufactured by Aervoe-Pacific Co. (distributed by Municipal Marking Distributors, Inc., Dundee, IL) or approved equal.* For use on LCDOT let projects only - do not include in IDOT let projects. Delete this note from the Contract Specifications.

**Paint:** *The Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The paint shall last up to 6 months; be non-freezing, be functional to 14°F; and be fully operational in an inverted position.* For use on IDOT let projects w/Federal Funds only - do not include in LCDOT let projects. Delete this note from the Contract Specifications.

*The Contractor and subcontractors shall only use white, pink or purple colors for their own markings. At no time will the Contractor use any of the J.U.L.I.E. utility colors listed in Article 107.31 of the “Standard Specifications”.*

**Hubs:** *The Contractor shall furnish, at their expense, hubs for use by the Engineer according to the following:*

1. *Shall be 1 3/8" x 7/8" x 18" (actual dimension).*
2. *Shall be furnished in securely banded (on each end) bundles of 25 pieces.*
3. *The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.*
4. *The tapered end on each hub shall be pencil point tapered.*

**Lath:** *The Contractor shall furnish, at their expense, lath for use by the Engineer according to the following:*

1. *Shall be 1 1/8" x 1/2" x 48" (actual dimension).*
2. *Shall be furnished in securely banded (on each end) bundles of 50 pieces.*
3. *The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.*
4. *The tapered end may be saw-cut tapered or pencil tapered.*

**ARTICLE 106.03 SAMPLES, TESTS, AND CITED SPECIFICATIONS (LCDOT)** For use on LCDOT let projects only - do not include in IDOT let projects. Delete this note from the Contract Specifications.

Effective: October 1, 2012

Revised: January 29, 2018

### **Hot-Mix Asphalt and Concrete Placements:**

The Contractor shall notify the Engineer of proposed Hot-Mix Asphalt (HMA) and/or concrete placements according to the following:

1. By 2 p.m., the Contractor shall notify the Engineer, in person or by phone, of HMA and/or concrete placements proposed for the next working day. Upon receiving the Engineer's approval, the Contractor may schedule the HMA and/or concrete for placement. Requests for HMA and/or concrete placements called in after 2 p.m., cannot be placed for payment and should not be scheduled by the Contractor.
2. The Contractor's notification shall provide the following:
  - a. A firm start time.
  - b. The plant source of material.
  - c. The pay items included.
  - d. The project name and location - be specific on large projects.
  - e. The estimated quantity of HMA and/or concrete to be used.
  - f. The duration of the work.

3. In the event that the Engineer cannot be reached, the Contractor can meet the notification requirement by calling the LCDOT Materials Lab at (847) 377-7405 and leaving the notification message prior to 2 p.m. LCDOT will call the Contractor back and give approval for the next day's work. The Contractor must receive approval prior to scheduling the work for payment.
4. Cancellations due to weather or other good, unforeseen reasons need to be relayed to the Engineer and the LCDOT Materials Lab at (847) 377-7405, ASAP! Repeated cancellations without sufficient notice and/or for no good reason, in the opinion of the Engineer, will lead to a deduction for any incurred County Material Consultant costs from future pay estimates.

### **Concrete Test Cylinders:**

The Contractor shall not transport concrete cylinders until a minimum of 8 hours have elapsed after the final set. Concrete cylinders shall be transported prior to 48 hours for standard curing. The cylinders will be transported within the above time frame, regardless of what day of the week the cylinders were cast.

A sufficient quantity of cylinders shall be cast to provide for an additional break beyond the specified break requirements. Until QC & QA (LCDOT) have confirmed that proper strength has been obtained for the specified break, QC will retain at least two additional 6" x 12" cylinders or three 4" x 8" cylinders for average strength. In the event the cylinder breaks fail to reach the required strength, according to Article 1020 of the "Standard Specifications", the two additional 6" x 12" cylinders or three 4" x 8" cylinders will be broken at a later date determined by LCDOT.

**PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION (LCDOT)** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: May 19, 2014

All existing drainage structures shall be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as included in the unit bid prices of the inlet protection, inlet filters and other temporary erosion control measures. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done according to Section 602 and Article 104.02 respectively of the “Standard Specifications”.

During construction, if the Contractor’s forces encounter or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer shall direct the work necessary to maintain or replace the facilities in service, and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer direct the replacement of a facility, the necessary work and payment shall be done in accordance with Section 550, Section 601 and Article 104.02 respectively of the “Standard Specifications”.

**ARTICLE 107.03 EMPLOYMENT PREFERENCE (LCDOT)**

Effective: July 1, 2020

**Illinois Workers on Public Workers Act:** The Contractor and Subcontractors conform to the “Illinois Workers on Public Works Act, 30 ILCS 570/ et seq, including Public Act 096-0929 signed into law on June 16, 2010.” The level of unemployment in the State of Illinois continues to exceed the 5% trigger for two consecutive calendar months requiring compliance with the statute on public works projects. The requirement is further defined in IDOT check sheet # LRS13, Special Provision for Selection of Labor, included herein.

**ARTICLE 107.09 PUBLIC CONVENIENCE AND SAFETY (LCDOT)** For use on all LCDOT projects. Prior to publishing the contract specifications discuss the lane closure times with traffic & construction. Adjust as necessary. Revise to address traffic control plans (multilane) and/or detours. Delete this note from the Contract Specifications.

Effective: January 1, 2007  
Revised: January 6, 2017

The Contractor shall limit public inconveniences and safety conflicts according to Article 107.09 of the “Standard Specifications” and the following:

**Keeping Roads Open to Traffic:**

*For this project the Contractor shall maintain traffic according to the Maintenance of Traffic Plan shown on the plans. The Contractor shall limit flagging operations affecting the open lanes i.e. flagging for vehicles entering or leaving the construction site etc..., to the following times:*

Monday - Friday	9:00 am	to	3:00 pm
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**Saturday construction hour limits are not generally required for LCODT projects. Saturday limits may be added with the concurrence of Traffic (JN) and Construction (GP). Delete this note from the Contract Specifications.**

*At all other times, including periods of no construction activity, the Contractor shall maintain the available traffic lanes.*

*If local and/or area conditions warrant the above times may be adjusted (i.e. lengthened or shortened) by the Engineer. To request a change the Contractor shall submit to the Engineer a plan including the revised start and end time a minimum of 48 hours prior to the proposed revision. The Engineer will notify the Contractor 24 hours in advance with an approval or disapproval.*

*If the Contractor fails to provide a plan and/or the Contractor disregards the decision by of the Engineer the Traffic Control Deficiency Charge will be applied as stated in the Special Provisions for Traffic Control and Protection.*

**Safety and Convenience:** *The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered as included in the unit bid prices of the contract and no additional compensation will be allowed.*

*Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.*

*Steel road plates may be used as temporary cover over excavations. Anytime steel road plates are in the roadway these requirements apply:*

- *The steel road plate shall sit flat on the pavement and be free of defects and warping*
- *It shall be shimmed with a non-asphaltic material to prevent vertical movement*
- *If the steel road plate is not under constant surveillance, it shall be pinned to prevent horizontal movement by a minimum of 6 pins; 4 pins predrilled into the corners of the plates and 1 pin predrilled into each side parallel to the trench. Pins shall be drilled 3 inches into the pavement and not protrude above the pavement surface*
- *The steel road plate shall be at least 1 inch thick and large enough to allow a minimum of 1 foot of bearing on each side of the trench*
- *A one foot wide HMA surface course ramp shall be placed around the perimeter of the plate*
- *Multiple steel road plates shall be tack welded together to prevent separation if they are not under constant surveillance*
- *Appropriate advanced warning signs (W8-24 “STEEL PLATE AHEAD” and W8-1 “BUMP”) are required*

*Steel road plates may be left in place overnight, in emergency situations and with the concurrence of the Engineer. Steel road plates left in place overnight shall be attached to the roadway by a minimum of 6 pins; 4 pins predrilled into the corners of the plates and 1 pin predrilled into each side parallel to the trench. Pins shall be drilled 3 inches into the pavement and not protrude above the pavement surface.*

*Steel road plates left in-place for more than 72 hours, shall also be:*

- *Recessed into the street surface the thickness of the steel road plate with no difference in elevation with the existing surface*
- *Secured in-place to prevent horizontal movement with HMA surface course between the existing pavement vertical edge and the steel road plate*

*Road plates shall not be used from November 15<sup>th</sup> to April 15<sup>th</sup> without approval from the Engineer.*

## **ARTICLE 107.12 PROTECTION OF RAILROAD TRAFFIC AND PROPERTY**

**(LCDOT)** For use on all LCDOT projects with railroad involvement – select the appropriate last paragraph. Delete this entire Special Provision from projects with no railroad involvement. Delete this note from the Contract Specifications.

Effective: January 1, 2007

Revised: May 19, 2014

The Contractor shall perform work on the Railroad's right-of-way according to Article 107.12 of the "Standard Specifications" and the following:

*If railroad flaggers are required per Article 107.12 of the "Standard Specifications", the Contractor's lump sum bid price for TRAFFIC CONTROL AND PROTECTION shall include the cost of providing railroad flaggers. It shall be the Contractor's responsibility to contact the Railroad to determine the need for flaggers, and to make the associated scheduling arrangements with the Railroad. The contact person for the Railroad is:*

Railroad:

Name:

Address:

Phone:

*In addition, the Contractor shall provide, and be paid for, Railroad Protective Liability Insurance according to Article 107.11 of the "Standard Specifications", and BDE Special Provision for Railroad Protective Liability Insurance (5 and 10), included herein. For use with Class 1 railroads on IDOT let projects w/Federal Funds only - do not include in LCDOT let projects. Delete this note from the Contract Specifications.*

*In addition, the Contractor shall provide, and be paid for, Railroad Protective Liability Insurance according to Article 107.11 of the "Standard Specifications", and BDE Special Provision for Railroad Protective Liability Insurance, included herein. For use with "short-line" (minor) railroads on IDOT let projects w/Federal Funds only - do not include in LCDOT let projects. Delete this note from the Contract Specifications.*

In addition, the Contractor shall provide, and be paid for, Railroad Protective Liability Insurance according to Article 107.11 of the "Standard Specifications", and LR Special Provision LR 107-2 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR LOCAL LETTINGS, included herein. For use on LCDOT let projects only - do not include in IDOT let projects. Delete this note from the Contract Specifications.

**ARTICLE 107.20 PROTECTION AND RESTORATION OF PROPERTY (LCDOT)**

For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: January 1, 2007

Revised: May 19, 2014

The Contractor shall protect and restore property according to Article 107.20 of the "Standard Specifications" and the following:

**Trees and Shrubs:** *Extra care shall be exercised when operating equipment around trees or shrubs. Injured branches or roots shall be pruned in a manner satisfactory to the Engineer and shall be painted where the cut was made. Roots exposed during excavating operations shall be neatly pruned and covered with topsoil. This work shall be done as soon as possible and shall be considered as included in the unit bid price(s) of the various excavation (e.g. Earth Excavation, Excavating and Grading Existing Shoulder, Structure Excavation, Furnished Excavation etc...) and excavation related (e.g. Storm Sewers, Grading and Shaping Ditches, Concrete Foundations, etc...) work items shown in the Summary of Quantities. No additional compensation will be allowed this work.*

**ARTICLE 107.23 PROTECTION OF STREAMS, LAKES, RESERVOIRS, NATURAL AREAS, WETLANDS, PRAIRIE AREAS, SAVANNAHS, AND ENDANGERED AND THREATENED SPECIES (LCDOT)** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: April 1, 2008  
Revised: May 19, 2014

**CONCRETE WASHOUT FACILITY**

**Description:** The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the “Standard Specifications”.

**General:** *To prevent pollution by residual concrete and/or the by product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision and LCDOT standard LC4202 included in these plans. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.*

*The concrete washout facility shall be constructed on the job site according to LC4202. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.*

*The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.*

*The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.*

**Basis of Payment:** This work will not be paid for separately, but shall be included in unit bid prices of the various concrete work items (e.g. portland cement concrete pavement; portland cement concrete sidewalk, and combination concrete curb and gutter etc...), shown in the Summary of Quantities.

**ARTICLE 107.25 PROTECTION AND RESTORATION OF TRAFFIC SIGNS**  
**(LCDOT)** For use on LCDOT let projects only - do not include in IDOT let projects.  
Delete this note from the Contract Specifications.

Effective: January 1, 2007

Revised: May 19, 2014

The Contractor shall protect and restore traffic signs within the limits of the project according to Article 107.25 of the "Standard Specifications" and the following:

1. *All signs removed shall be reinstalled 16 feet to 18 feet off the edge of pavement where possible. In curb sections this will vary and will be determined by the Lake County Division of Transportation.*
2. *All single sign installations shall be installed with the bottom of the sign 5 feet above edge of pavement in rural districts, and 7 feet above the edge of pavement in business, commercial or residential districts. On installations having two or more signs, the bottom of the lowest sign shall be 4 feet above edge of pavement.*
3. *All signs replaced will be erected using new "Telespar" system metal bases cut 42" long from 2¼" square material. They are to be driven into solid ground using a pneumatic driver. This work will not be paid for separately but shall be included in the lump sum cost of TRAFFIC CONTROL AND PROTECTION (SPECIAL).*

**ARTICLE 107.27 INSURANCE (LCDOT)** For use on LCDOT let projects only - do not include in IDOT let projects. Delete this insurance special provision from Federal Projects. Delete this note from the Contract Specifications.

Effective: January 1, 2007  
Revised: November 28, 2016

The Contractor shall obtain and thereafter keep in force insurance according to Article 107.27 of the “Standard Specifications” and the following:

The contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor in the following Hold Harmless Clause:

**Hold Harmless Clause**

*The Provider agrees to indemnify, save harmless and defend the County of Lake, its agents, servants, and employees and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney’s fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Lake, its agents, servants, or employees or any other person indemnified hereunder.*

In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense thereof to the Contractor.

**ARTICLE 107.29 OPENING OF SECTION OF HIGHWAY TO TRAFFIC (LCDOT)**  
For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: January 1, 2007  
Revised: May 19, 2014

Work under construction shall be opened to traffic according to Article 107.29 of the “Standard Specifications” and the following:

*The Contractor shall work expeditiously to open traffic lanes closed due to roadwork. The Engineer shall be the sole judge of when a lane is ready to be opened to traffic. The opening of a lane to traffic shall be in accordance to Section 107.29 of the “Standard Specifications”.*

*Roadwork requiring a closure of a lane, which has been opened previously to traffic, will be allowed at the discretion of the Engineer and under the following conditions:*

1. *The lane closure shall only be in effect while workers are present in or near the closed lane.*
2. *The closed lane will be reopened to traffic at the end of the workday.*
3. *All traffic control devices pertaining to the lane closure shall be removed from the roadway at the end of the workday.*

**ARTICLE 107.39 CONTRACTOR'S RESPONSIBILITY FOR LOCATING AND PROTECTING UTILITY PROPERTY AND SERVICES (LCDOT)** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective: May 19, 2017  
Revised: April 30, 2020

The Contractor shall protect utility properties and services within and adjacent to the project limits according to The Illinois Underground Utility Facilities Damage Prevention Act; Article 107.39 of the "Standard Specifications" and the following:

*Under the State-Wide One Call Notification System the Contractor shall contact JULIE (800-892-0123), and/or the individual utilities (for non-JULIE members) for the horizontal locations of the utilities, a minimum of 48 hours in advance of work being done.*

*IDOT traffic signal facilities are not part of any of the one-call locating services such as J.U.L.I.E or Digger. If this Contract requires the services of an Electrical Contractor or Subcontractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor or Subcontractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional locate requests shall be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.*

*For vertical locations, the Contractor shall perform exploratory potholing in hard surfaces and/or vegetated areas. Potholes in hard surfaces i.e. hot-mix asphalt and/or concrete may be temporarily filled with a material approved by the Engineer. The potholes shall be permanently replaced in kind.*

*Potholes in vegetated areas may be filled with sand as approved by the Engineer. The backfilled area shall be covered with a minimum of 4" of topsoil and sodded or seeded as applicable. In mowed lawns, the damaged area shall be replaced with an approved sod according to Section 252 of the "Standard Specifications". The replacement sod shall include the required watering according to Article 252.08 of the "Standard Specifications". In unmowed sections, the damaged area shall be seeded according to Sections 250 and 251 of the "Standard Specifications".*

**Basis of Payment:** This work will not be paid for separately, but shall be included in unit bid prices of the various underground work items (e.g. installation of storm sewer and/or other drainage items; installation of conduit for traffic signals or interconnects; installation of casing pipe for utilities; construction of foundations etc...), shown in the Summary of Quantities. Initial and/or additional locates for non JULIE member utilities will not be paid for separately, but shall be likewise included in unit bid prices of the various underground work items.

**SECTION 108 PROSECUTION AND PROGRESS (LCDOT)** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Effective January 1, 2007  
Revised: November 15, 2016

*It is the intent of the County that this project be constructed in an orderly and timely manner. Toward this end, the Contractor shall take special note of the provisions of Article 105.06, Article 108.01 paragraph 2, and Article 108.02 of the "Standard Specifications" which shall be adhered to.*

*The Contractor shall coordinate all work between their forces and subcontractors to enable completion within the allotted working days.*

Add the following paragraph to LCDOT resurfacing projects with multiple locations and working days. Do not include in IDOT let projects. Delete this note from the Contract Specifications.

*This project includes work on multiple roads and/or locations. The roads may intersect with each other or they may be separated by some distance. In order to promote continuous operations on each road the working days for this project have been calculated based on the longest critical path (usually the longest road segment). Unique critical path items from the other road(s) have been added to the allowed working days. In calculating the working days LCDOT has assumed that the scheduling for each operation will generally move to the subsequent road after completing the first. For example, after completing the milling of road A, the operation would move to road B so that the public sees activity nearly every working/calendar day on each road once started. It is not LCDOT's intent to allow enough working days to finish all tasks, from beginning to end, on road A before starting road B. Additional working days based on the patching quantities for all roads will also be added to the total working days allowed according to the special provision for WORKING DAYS included herein.*

Add the following paragraph to LCDOT resurfacing projects with multiple locations and a completion date. Do not include in IDOT let projects. Delete this note from the Contract Specifications.

*This project includes work on multiple roads and/or locations. The roads may intersect with each other or they may be separated by some distance. In order to promote continuous operations on each road the completion date for this project has been calculated based on the longest critical path (usually the longest road segment). Unique critical path items from the other road(s) have been added to the allowed completion date. In calculating the completion date LCDOT has assumed that the scheduling for each operation will generally move to the subsequent road after completing the first. For example, after completing the milling of road A, the operation would move to road B so that the public sees activity nearly every working/calendar day on each road once started. It is not LCDOT's intent to establish a completion date sufficient to finish all tasks, from beginning to end, on road A before starting road B.*

**ARTICLE 108.03 PROSECUTION OF THE WORK** For use on LCDOT let projects with Detours and Road Closures; Incentive/Disincentive options; or a combination of Detours & Incentive/Disincentive options. Delete this entire Special Provision from projects with no road closures, detours, and/or incentive/disincentive options.

Effective: October 15, 2019

Insert the appropriate Article 108.03 special provision i.e., Detour and Road Closure; Incentive/Disincentive (partial) or Incentive/Disincentive (full). Delete this note from the Contract Specifications.

**ARTICLE 108.03 PROSECUTION OF THE WORK** For use on LCDOT let projects that include Incentive/Disincentive options. The first section is for Detours only – do not include on IDOT let projects. Delete this note from the Contract Specifications.

Effective: October 15, 2019

The Contractor and each subcontractor shall meet the requirements of LRS12, Special Provision for Wages of Employees on Public Works except as follows:

*The certified payroll(s) submitted by the Contractor and each subcontractor shall be submitted electronically in a PDF format. The accompanying statement signed by the Contractor or subcontractor may be scanned or contain an electronic signature. The documents shall be submitted via e-mailed to the Engineer.*

**ARTICLE 108.06 LABOR, METHODS, AND EQUIPMENT** For use on all LCDOT let projects only – do not include on IDOT let projects. Delete this note from the Contract Specifications.

Effective: May 29, 2015

The Contractor and each subcontractor shall meet the requirements of LRS12, Special Provision for Wages of Employees on Public Works except as follows:

*The certified payroll(s) submitted by the Contractor and each subcontractor shall be submitted electronically in a PDF format. The accompanying statement signed by the Contractor or subcontractor may be scanned or contain an electronic signature. The documents shall be submitted via e-mailed to the Engineer.*

## **DIVISION 200. EARTHWORK, LANDSCAPING, AND EROSION CONTROL**

**DIVISION 200 PHOSPHORUS FERTILIZER NUTRIENT BAN (LCDOT)** For use on all LCDOT projects with seeding, sodding etc.. . Delete this note from the Contract Specifications.

Effective: January 1, 2009  
Revised: May 10, 2018

Phosphorus Fertilizer Nutrient **shall not** be used within Lake County Right-of-Way.

**ARTICLE 202.03 REMOVAL AND DISPOSAL OF SURPLUS, UNSTABLE, AND UNSUITABLE MATERIALS AND ORGANIC WASTE (LCDOT)** For use on all LCDOT projects. Delete this note from the Contract Specifications.

Insert the appropriate LCDOT CCDD special provision i.e., excess soil (CCDD Testing will be required and disposal facilities contacted.) or no excess soil. Delete this note from the Contract Specifications.

**DIVISION 300. SUBGRADES, SUBBASES, AND BASE COURSES**

## **DIVISION 400. SURFACE COURSES, PAVEMENTS, REHABILITATION, AND SHOULDERS**

**ARTICLE 406.11 SURFACE TESTS (LCDOT)** For use on all LCDOT paving projects. Delete this note from the Contract Specifications.

Effective: April 1, 2008  
Revised: May 19, 2014

The completed surface course will be tested for smoothness in the wheel paths with a 16 ft straightedge according to Article 406.11 of the “Standard Specifications” and the following:

*The Contractor shall furnish the appropriate personnel and equipment required to perform the surface course testing according to Article 406.11 of the “Standard Specifications”. The testing shall be performed to the satisfaction of the Engineer. The testing shall be performed at a time and date chosen by the Engineer, which may or may not be the day of paving. Traffic control and protection for the testing shall be included. The testing, including all required personnel and equipment, will be considered included in the unit bid prices for Hot-Mix Asphalt Surface Course of the Mix and, N value specified and provided at no additional cost to the Department. No additional compensation will be allowed for testing not performed on the day of paving.*

*At the Engineer’s discretion the surface testing may include sections of the highway repaired with partial depth or full depth pavement patching and/or areas of pavement replacement.*

## **DI VISION 500. STRUCTURES**

## DIVISION 600. INCIDENTAL CONSTRUCTION

**SECTION 604 FRAMES, GRATES, AND MEDIAN INLETS (LCDOT)** For use on all LCDOT projects with new/proposed drainage structures. Delete this note from the Contract Specifications.

Effective: January 1, 2007

Revised: May 19, 2014

**Description:** This work shall be according to Section 604 of the “Standard Specifications” and the following:

*This work shall consist of providing an environmental notice prominently cast into the above grade portion of the frame or grate/lid for all new or proposed drainage structures.*

**General:** *The environmental notice shall be “DUMP NO WASTE, DRAINS TO WATERWAYS” or similar wording. The frames, lids and grates shall be according to Section 604 of the “Standard Specifications”. The notice shall be cast into the Type 1 lids (open only), Type 8 grates, Type 11 grates, and Type 24 grates.*

**Basis of Payment:** This work will not be paid for separately, but shall be included in the unit cost of the drainage structure with frame and grate/lid specified.

## **DIVISION 700. WORK ZONE TRAFFIC CONTROL AND PROTECTION, SIGNING, AND PAVEMENT MARKING**

**SECTION 703 WORK ZONE PAVEMENT MARKING (LCDOT)** For use on all LCDOT projects with SHORT TERM PAVEMENT MARKINGS. Include BDE special provision for Temporary Pavement Marking (BDE 80298). Delete this note from the Contract Specifications.

Effective: October 7, 2019

**Description:** This work shall consist furnishing, installing, maintaining, and removing short term pavement markings.

**General:** This work shall be performed according to Section 703 of the “Standard Specifications”, the IDOT BDE Special Provision for Temporary Pavement Marking included herein, and the following:

*Short Term Pavement Markings shall be limited to application on HMA Base, Binder, & Leveling Binder Courses. Short Term Pavement Markings shall also be used on HMA Base, Binder, & Leveling Binder Courses that have been covered with a prime coat or tack coat.*

*The Contractor shall not use Short Term Pavement Markings on the Surface Course.*

*The Contractor shall use Pavement Marking Tape Type IV 4” on the Surface Course.*

**Basis of Payment:** This work will be paid for at the contract unit price per foot for SHORT TERM PAVEMENT MARKING or for PAVEMENT MARKING TAPE TYPE IV 4”.

**SECTION 780 PAVEMENT STRIPING (LCDOT)** For use on all LCDOT projects with thermoplastic pavement markings (both grooved and not grooved). For recessed (grooved) pavement markings include the LCDOT special provision GROOVING FOR RECESSED PAVEMENT MARKING in the Contract Specifications. Delete this note from the Contract Specifications.

Effective: July 1, 2007

Revised: February 25, 2020

**Description:** This work shall consist of furnishing and applying surface laid and recessed thermoplastic pavement markings.

**Materials:** The materials shall be according to Article 780.02 of the “Standard Specifications” and the following:

*Article 1095.01 for Thermoplastic Pavement Markings, paragraph (a) Ingredient Materials, subparagraph (4) Glass Beads, shall be modified by adding the following sentence:*

*The percentage of Glass Beads, Type A, shall be raised to 45% by decreasing the percentage of filler material specified in subparagraph (3) by 15% .*

**General:** This work shall be performed according to Section 780 of the “Standard Specifications” and the following:

*The equipment used to apply thermoplastic pavement markings, under this contract, shall be limited to hand-operated equipment only. Truck-mounted equipment shall not be used.*

*A binder sealer shall be applied on all hot-mix asphalt (HMA) pavements where the new thermoplastic material is to be installed. The binder sealer material shall be applied as recommended by the manufacturer of the thermoplastic and in sufficient quantities to entirely cover the surface on which the thermoplastic is to be laid.*

**Method of Measurement:**

Lines will be measured for payment in place in feet. Double yellow lines will be measured as two separate lines.

Words and symbols shall conform to the sizes and dimensions specified in the Illinois Manual on Uniform Traffic Control Devices and IDOT standard 780001. They will be measured based on the total areas indicated in Table 1 of Section 780 of the “Standard Specifications”, or as indicated on the plans.

**Basis of Payment:** This work will be paid for at the contract price per foot of applied THERMOPLASTIC PAVEMENT MARKING – LINE of the width specified; and/or per square foot for THERMOPLASTIC PAVEMENT MARKING – LETTERS AND SYMBOLS. For recessed Thermoplastic Pavement Markings the grooves will be paid for separately as GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified or as GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS.

**DIVISION 800. ELECTRICAL**

## **SPECIAL PAY ITEMS FOR PLANTING AND LANDSCAPING**

Double click here to edit header – Any Road Reconstruction  
Section XX-XXXXX-XX-XX  
Lake County

## **LAKE COUNTY PAY ITEMS**

Double click here to edit header – Any Road Reconstruction  
Section XX-XXXXX-XX-XX  
Lake County

## **IDOT DESIGN TEMPORARY PAY ITEMS**

Double click here to edit header – Any Road Reconstruction  
Section XX-XXXXX-XX-XX  
Lake County

## **IDOT LOCAL ROADS TEMPORARY PAY ITEMS**

Double click here to edit header – Any Road Reconstruction  
Section XX-XXXXX-XX-XX  
Lake County

## **IDOT SPECIAL PAY ITEMS FOR ROAD AND BRIDGE CONSTRUCTION**