

116

January 19, 2024 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 68H90
Various Counties
Section D4 GUARDRAIL REPAIRS 2024-MCHD
Various Routes
District 4 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. January 19, 2024 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 68H90
Various Counties
Section D4 GUARDRAIL REPAIRS 2024-MCHD
Various Routes
District 4 Construction Funds**

REMOVAL AND REPLACEMENT OF GUARDRAIL DAMAGED BY MOTORISTS THROUGHOUT DISTRICT 4. (MCHD)

- 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)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022 (revised January 1, 2024), 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 D4 Guardrail Repairs 2024-MCHD, Various Counties, Contract No. 68H90 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located on various routes in various counties throughout District Four.

DESCRIPTION OF PROJECT

The work on this project consists of furnishing all labor, equipment, and materials necessary for repairing or replacing any guardrail and fence at locations designated by the District Four Office of Safety and Claims or District Four Bureau of Operations.

Scope of Work: This work consists of removing guardrail and/or fence and components and replacing with new material in accordance with the plans, standard specifications, and as specified herein.

The Contractor is hereby informed and shall understand that the locations of the steel plate beam guardrail or fence to be repaired or replaced will be determined by the Engineers. The intent of this contract is to repair damaged guardrail or fence from traffic accidents on various state-maintained highways and replace guardrail or fence at locations designed by the District Four Bureau of Operations.

DATE OF COMPLETION

Effective March 1, 1990

The Contractor shall schedule his operations so as to complete all work before July 31, 2025. The repair work, as specified in this contract, shall include all work orders issued or damages incurred through **June 30, 2025**.

COMPLETION OF WORK

The work as prescribed in this contract shall be completed within 25 calendar days of the authorization of the work order except for those items specified as emergency work which shall be completed within seven (7) calendar days of the authorization of the work. If work is not completed within these time limits, the Contractor shall be liable to the Department in the amount of \$200.00 per calendar day, not as a penalty, but as liquidated damages for each day of overrun as specified herein.

LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES

Effective: August 3, 2007 Revised: July 31, 2009

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately but shall be included in the contract bid price.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES

The Contractor is hereby advised that there may be drainage structures, storm sewers, sign foundations, culverts, electrical conduits, and other existing objects within the immediate work limits of this project and that extreme care should be used when driving posts. Operations should also be conducted so that the damage to the turf will be kept to a minimum.

It is the Contractor's responsibility to notify J.U.L.I.E. in advance of any operations.

The Contractor shall be held responsible for any damages to existing structures resulting from the operations of his equipment and men. The Contractor shall, at his/her own expense, restore the damaged structures to a condition equal to that existing before each damage was done, by repairing, rebuilding or replacing it as directed by the Engineer. Where, in the opinion of the Engineer, the Contractor through operations has excessively damaged sections of the turf, the Contractor shall restore such sections of the turf to a condition meeting the satisfaction of the Engineer at the Contractor's own expense.

No extra compensation will be permitted the Contractor for compliance with the requirements specified herein.

INTERPRETATION OF QUANTITIES

The quantities appearing in the Summary of Quantities of the plans is merely an estimate of quantities for bidding purposes.

The Contractor is hereby informed and shall understand that payment will be made only for actual quantities utilized and accepted as satisfactory.

Payment for work will be made in accordance with the items listed in the Summary of Quantities in the plans. The guardrail or fence installations must be satisfactorily complete and functional before payment for any work is made in accordance with the schedule of prices in the contract.

CONTRACT TERMS AND CONDITIONS

- A. Contract Period: This contract shall be for work completed through **July 31, 2025**, at which time the contract shall terminate.
- B. Termination: The Department of Transportation reserves the right to cancel and terminate this contract without penalty or further payment being required, for any cause determined to be in the best interest of the State of Illinois, provided the Department notifies the Contractor of its intent to terminate in writing at least 60 days in advance of the effective termination date.
- C. Non-Appropriation: Obligations of the State of Illinois, Department of Transportation, will cease immediately without penalty or further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this agreement.

EQUIPMENT ILLUMINATION

The Contractor shall equip all machinery and vehicles with revolving amber lights, installed so the illumination is visible from all directions.

VEHICLE PARKING

Parking of personal vehicles within the interstate right of way will be strictly prohibited. Parking of construction equipment within the right-of-way will be permitted only at locations approved by the Engineer and never within median area or overnight on any roadway area.

KEEPING THE ROAD OPEN TO TRAFFIC

All lanes shall be kept open to two-way traffic at all times, except when construction operations require, as directed by the Engineer, temporarily closing of one lane. All lanes will be required to be open to traffic overnight, on weekends, and on holidays. The Engineer will be the sole judge as to the necessity of lane closures and the length and duration of same.

Access to all residences, commercial entrances, and side roads shall be maintained during construction.

WORK ORDERS

No regular work is to be performed by the Contractor unless a Work Order authorizing the work has been issued by the Department. All Work Orders will be made out and signed by the Engineer. A Work Order will show the date, job number, location, item description and quantity of removals or repairs to be made. Only the amount of replacement or repairs shown on the Work Order shall be done by the Contractor. If it is determined that additional work is needed, a Revised Work Order shall be obtained from the Engineer before the work is done. A sample Work Order is included in the plans. All Work Orders will be sent by the Engineer to the Contractor's place of business or will be submitted to the Contractor at the work site. After the repair work is completed, the Contractor shall record the completion date on the Work Order, initial it and submit one copy to the Engineer. The Engineer will inspect the work and, if accepted, sign and date the Work Order for final approval. The Contractor will receive one (1) copy of the approved Work Order for their records. Emergency work may be initiated by the Department with a telephone call, faxed message or email. This verbal order will always be confirmed by a written Work Order.

The Contractor shall notify the Resident engineer by phone, text, or email forty-eight (48) hours prior to commencement of work with a schedule for each day contract work will occur. The schedule will show the location, type of work and estimate of time when each crew will be at location(s) on the Work Order(s). The Contractor shall contact the Resident engineer as a follow-up two (2) hours prior to show up at each Work Order location. Failure to communicate could result in no pay for the Work Order. Payment will not be made for work performed without prior notification.

REGULAR WORK

When used in conjunction with this contract, regular work involves those situations where the amount or nature of damage does not pose an immediate hazard to the public in the opinion of the Engineer.

Regular work will be initiated by a written work order from an authorized representative of the Department. Work of this type shall be completed within twenty-five (25) calendar days of the authorization of work. The authorization date shall be considered the date three (3) days after the authorization is mailed from the District Office or on the day it is faxed. If the work is not completed within these time limits, the Contractor shall be liable to the Department for liquidated damages in the amount of \$200.00 per calendar day for each day of overrun.

EMERGENCY WORK CALL OUT

Emergency work means work that is required to correct a condition which is a hazard to the public or is designated by the Engineer to be a hazard of such severity that life and/or property are endangered and immediate corrective action is required.

Emergency work can generally be described, but is not limited to, damage in one of the following categories:

- a) Guardrail damage consisting of any openings or exposed ends.
- b) Guardrail elements, including either posts or panels, which are laying in a down position.
- c) Any damage which could cause a spearing effect.
- d) Terminal end sections which have damaged posts or panel elements.

Emergency work will be initiated by a verbal order from an authorized representative of the Department. Work of this type should be acted upon immediately and shall be completed within seven (7) calendar days of the verbal authorization of the work.

If the work is not completed within these time limits, the Contractor shall be liable to the Department for liquidated damages in the amount of \$200.00 per Calendar Day for each day of overrun.

The location of guardrail or fence damage to be repaired as emergency work shall be determined by the Engineer.

This work shall consist of the preparation and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the job site designated by the Engineer. This work will be paid for at the contract unit price Each for EMERGENCY WORK CALL OUT.

SEEDING, MINOR AREAS

Seeding and fertilizing and mulching shall be done in accordance with Article 250 of the Standard Specifications except for the following revisions:

All areas disturbed by the work performed shall be seeded fertilized and mulched in accordance with Article 251.03(a). The materials may be purchased locally and placed as directed by the Engineer.

The seed mixture shall be applied at 110 kg/ha (100 pounds/acre). The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications and be approved by the Engineer.

The fertilizer nutrients shall be applied at a rate of 300 kg (270 lbs.) of actual nutrients per hectare (acre). The fertilizer furnished shall be ready mixed material having a ratio of (1-1-1).

The Contractor shall provide the Engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients.

The seed fertilizer and mulch will not be measured for payment but will be considered included in the cost of various guardrail repair items.

TRAFFIC CONTROL PLAN

Effective: October 24, 2023

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701006	701011	701101	701201	701301	701400
701406	701411	701428	701456	701601	701606
701701	701901	BLR 23			

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

This work shall consist of furnishing installing, maintaining and removal of any of the Traffic Control Standards listed in the Traffic Control Plan. The Traffic Control Standard to be used will depend on the location of work for this project. The work of the Traffic Control shall be done in accordance with Article 107.14 and Section 701 of the Standard Specifications.

All traffic control necessary to construct the work shown in the plans shall be included in the cost bid for this item.

Work required by this provision will be paid for at the contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

CONCRETE STRUCTURE REPAIR

This work shall consist of forming and pouring concrete necessary for repairing or replacing any concrete structures damaged during the repair of guardrail or other contract work items. Repairs shall be as directed by the Resident Engineer and paid for in accordance with Article 109.04 of the Standard Specifications.

FURNISHING AND INSTALLING GUARDRAIL BLOCKS

This work consists of removing the existing damaged block out from the steel or wood post and replacing it with a new wood or plastic block as shown in Standard 630001. Bolts, nuts and washers, or other hardware are to match the original and adjacent installation as to type and design and are to be galvanized to match the original and adjacent installation.

Basis of Payment: This work will be paid for at the contract unit price Each for FURNISHING AND INSTALLING GUARDRAIL BLOCKS, which price shall include all labor, materials, and equipment necessary to complete the work. If a post has more than one damaged block, each new block will be paid for separately.

REALIGNING POSTS

At designated locations of steel plate beam guardrail repairs where the existing undamaged posts can be realigned and restored to the proper alignment without removing said posts from the ground, the posts shall be so plumbed and realigned by a method which does not require the pulling of the posts out of the existing post holes. The posts shall be straightened with their front faces on the line shown on the plans, or as ordered by the Engineer and with their tops and bolt holes at the correct height so that the rail element plates bolted to them will be parallel to the surface of the shoulder.

The Contractor is hereby informed and shall understand that the work, as described under this special provision entitled "Realigning Posts" shall be included in adjacent work being performed with no additional compensation provided.

GUARDRAIL WITH BITUMINOUS OR AGGREGATE SHOULDERS

Holes created by the removal/reinstallation of guardrail and end sections shall be filled with either a bituminous mixture or an aggregate mixture, depending on the type of shoulder, as directed by the Engineer. This work will be considered included in the cost of the guardrail pay item.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT) OR (FLARED), 2, 3, 4, 5, 6, 8, 9

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminals Type 1 Special (Tangent) or (Flared), 2, 3, 4, 5, 6, 8 and 9 in accordance with the applicable portions of Section 631 of the Standard Specifications, Standards BLR-23, 631011, 631026, 631031, 631036 and 631041, and the plans at the locations specified by the Engineer.

Undamaged traffic barrier terminal components and hardware may be reused in the new work, with the approval of the Engineer. The Engineer will make the determination and inform the Contractor prior to commencing repairs. The Contractor's bid shall reflect this in the unit contract price for this item. Any repairs to a Traffic Barrier Terminal, Type 1 Special (Tangent) or (Flared), shall be made with components from the same manufacturer.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered included in the cost of the repair of the traffic barrier terminal.

This work will be paid for at the contract unit price Each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (Tangent) or (Flared), 2, 3, 4, 5, 6, 8 and 9 of the type specified.

TRAFFIC BARRIER TERMINAL TYPE 4

If the existing Type 4 terminal is totally damaged and beyond repair, it shall be replaced with TRAFFIC BARRIER TERMINAL TYPE 1 (SPECIAL), TRAFFIC BARRIER TERMINAL TYPE 6, and STEEL PLATE BEAM GUARDRAIL TYPE A. The Resident Engineer shall contact the designer in order to calculate the length of need for the proposed guardrail.

This work shall be paid for at the contract unit price Each for TRAFFIC BARRIER TERMINAL TYPE 1 (SPECIAL) TANGENT, TRAFFIC BARRIER TERMINAL TYPE 6, and per Foot for STEEL PLATE BEAM GUARDRAIL TYPE A, 6-FOOT POSTS.

TUBULAR THRIE BEAM

This work consists of removing all sections of damaged rail element plates and all bolts, nuts, washers, and other hardware including 6" x 22" Stand Off Tubes connected with the damaged rail element, where directed by the Engineer, and furnishing and installing new thrie beam elements, bolts, nuts, washers, and other hardware necessary for the rail element plate installation. Rail element plate, nuts, bolts, washers and other hardware are to match the original and adjacent installation in accordance with Standard 509001 and are to be galvanized to match the original and adjacent installation.

The Contractor shall adjust and realign existing steel rail element plates adjacent to rail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered included in the cost of TUBULAR THRIE BEAM.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above-mentioned special provision will not be paid for separately but shall be considered included in the cost of the contract.

In order to clarify measurement and payment for work, the standard length of rail element plate shall be considered to be 25 feet. In the event existing damaged rail element plates to be removed and replaced measures 50 feet in length, they shall be considered as two (2) rail element plates of standard 25-foot length.

This work shall be paid for at the contract unit price per Linear Foot for TUBULAR THRIE BEAM, which price shall include realigning adjacent rail element plates and/or posts as specified by the Engineer.

RAIL ELEMENT PLATES

This work consists of removing all sections of damaged rail element plates and all bolts, nuts, washers, and other hardware connected with the damaged rail element, where directed by the Engineer, and furnishing and installing new 12-gauge guardrail elements, bolts, nuts, washers and other hardware necessary to the plate installation. Plates, nuts, bolts, washers and other hardware are to match the original and adjacent installation as to type and design and are to be galvanized to match the original and adjacent installation.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered included in the cost of RAIL ELEMENT PLATES.

The furnishing and installing of all bolts, nuts, washers and other hardware, including splice plates 12" necessary to comply with the above-mentioned special provision will not be paid for separately.

In order to clarify measurement and payment for work, the standard length of rail element plate shall be considered to be 12' – 6". In the event existing damaged rail element plates to be removed and replaced measures 25' feet in length, they shall be considered as two (2) rail element plates of standard 12' – 6" length.

This work shall be paid for at the contract unit price per Foot for RAIL ELEMENT PLATES, which price shall include realigning adjacent rail element plates and/or posts as specified by the Engineer.

FURNISHING AND INSTALLING 12" PLATES

This work consists of removing damaged splice plates or Plate "A's" (Standard 630001), furnishing and installing new splice plates and all nuts, bolts and hardware necessary thereto as directed by the Engineer. The Contractor is hereby informed that undamaged plates removed from existing damaged guardrail may be reused in the new work, with the approval of the Engineer in charge.

New and/or reused splice plates and Plate "A's" will not be paid for separately and shall be considered included in the cost of RAIL ELEMENT PLATES.

REPAIR/UPGRADE EXISTING V.A.T. TO C.A.T.

This work shall include repairs, which consist of upgrading existing V.A.T. systems to C.A.T. systems. The required changes shall include additional wood blocks, cable assembly, new nose piece and a spacer channel. These changes shall follow the manufacturer's specifications for installation and be approved by the Department.

This work will be paid for at the contract unit price Each for REPAIR/UPGRADE EXISTING V.A.T. TO C.A.T., which shall include all labor, equipment and materials necessary to complete the work outlined herein and no additional compensation will be allowed.

STEEL POSTS

This work consists of removing damaged posts 6'-9" or 7'-6" and replacing them with new W6 x 9 or W6 x 8.5 steel posts, whichever length conforms with the present installation of single or double faced steel plate beam guardrail being repaired and in accordance with the standard shown.

Seven-foot six inch 7'-6" long posts are designed for use at the top of slopes steeper than 1:3 and where single or double beams and channels are used on posts, the top of which are 2'-6½" above ground level.

New steel posts shall be galvanized to match the existing installation. All work shall conform with applicable standards and as directed by the Engineer.

This work will be paid for at the contract unit price Each for STEEL POSTS.

STEEL POSTS, SPECIAL

This work consists of removing the post which is to be replaced, unbolting the rail elements, and furnishing and setting a new 9' long post. The 9' long replacement posts shall conform to the width, depth, and type of the original installation of single or double-faced steel plate beam guardrail. Sheared expansion bolts shall be replaced in kind. Replacement of sheared bolts will not be paid for separately but shall be considered included in the contract unit price for STEEL POSTS, SPECIAL. New steel posts and base plates shall be galvanized after fabrication and shall match the configuration of the existing installation.

This work will be paid for at the contract unit price Each for STEEL POSTS, SPECIAL.

CHAIN LINK FENCE 4' OR 6'

This work shall consist of removing and disposing of the damaged fence, post, and accessories, and installing new fence and hardware to match the type of existing damaged fence which will include top rail or tension wire, whichever is existing.

This work includes all labor and materials, excluding posts, to make the required repairs.

This work will be paid for at the contract unit price per Lineal Foot for CHAIN LINK FENCE, 4' or 6'.

WOVEN WIRE FENCE 4' OR 39"

This work shall consist of removing and disposing of the damaged fence and/or post and installing the complete fence, including line posts, in accordance with Standard 665001 and Section 665 of the Standard Specifications to match the type existing.

This work will be paid for at the contract unit price per Lineal Foot for WOVEN WIRE FENCE 4' or 39".

PULL POST ARRANGEMENT

This work shall consist of installing new pull posts, set in concrete, for chain link fences and shall be in accordance with Section 664 of the Standard Specifications and Standard 664001.

This work will be paid for at the contract unit price per Each for PULL POST ARRANGEMENT.

CHAIN LINK FENCE POST

This work shall consist of installing new line posts for chain link fences and shall be in accordance with Section 664 of the Standard Specifications and Standard 664001.

This work will be paid for at the contract unit price per Each for CHAIN LINK FENCE POST.

REMOVING AND RESETTING POST

This work shall consist of removing an existing W6x9 or W6x8.5 steel post and replacing it at the correct height, offset, and alignment necessary for installation of the rail element. REMOVING AND RESETTING POSTS is intended to be used at locations where the existing posts are not damaged, but where the posts are too far from plumb or out of alignment to be straightened without removal of the post.

This work shall be completed in accordance with applicable standards and as directed by the Engineer.

This work will be paid for at the contract unit price Each for REMOVING AND RESETTING POSTS.

VERTICAL ADJUSTMENT OF GUARDRAIL

This work shall consist of the adjustment of guardrail height to conform with applicable standards at locations where the existing guardrail must be adjusted more than one (1) inch up or down to match a new or repaired section of rail or terminal end section.

This work will be paid for at the contract unit price per Foot for VERTICAL ADJUSTMENT OF GUARDRAIL, which price shall include all work necessary to adjust the height of the rail and posts as specified by the Engineer.

REPAIR IMPACT ATTENUATORS

This work consists of furnishing all labor and equipment to repair a damaged IMPACT ATTENUATOR (FULLY REDIRECTIVE, NARROW) TEST LEVEL 3, IMPACT ATTENUATORS (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3, and impact attenuators (SEVERE USE, NARROW) TEST LEVEL 3 installation at a location designated by the Engineer. The Engineer shall be the sole judge in determining whether to repair or replace the installation. Repair shall be in accordance with the manufacturer's instruction manuals. Damaged parts shall become the property of the Contractor and disposed of off the Right-of-Way.

This work will be paid for at the contact unit price Each for REPAIR IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, REPAIR IMPACT ATTENUATORS (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3, or REPAIR IMPACT ATTENUATORS (SEVERE USE, NARROW), TEST LEVEL 3, and includes all work as stated above.

REPAIR CABLE ROAD GUARD, THREE STRAND

This work consists of removing and replacing when damaged components of existing cable road guard located on Illinois Route 116 in Germantown Hills, Woodford County, in accordance with the applicable Articles of Section 636 of the Standard Specifications.

This work shall include all labor, materials and equipment necessary to repair the cable road guard, three strand in accordance with the plan details and as directed by the Engineer.

If driving new cable road guard posts are needed, the Contractor shall core the bituminous median where the posts are located. Core holes shall be large enough to drive the cable road guard posts without damaging the bituminous median but shall not be more than twelve inches (12") in diameter. After driving the posts, the holes shall be backfilled with Class SI concrete or similar material as approved by the Engineer. Undamaged cable road guard components and hardware may be used in the new work with the approval of the Engineer. The Contractor's bid shall reflect this in the contract unit price for this item.

Repair cable road guard, three strand, will be measured in Linear Feet. The length paid for will be the overall length along the top cable measured from center-to-center of the end posts. This work will be paid for at the contract unit price per Linear Foot for REPAIR CABLE ROAD GUARD, THREE STRAND, which price shall include all cable, posts, bolts, anchor systems, hardware and backfilling.

REPAIR HIGH TENSION CABLE (GIBRALTAR)

This item shall consist of repairing when damaged the existing high-tension cable median barrier (Gibraltar System) located along Interstate 74 in Tazewell County. The Gibraltar System is a socketed system. Repair shall consist of removing and replacing damaged post(s) and/or removing and replacing damaged cable, checking the tension in the cable and resetting tension as necessary, if needed, to match the manufacturer's specifications. It shall be the Contractor's responsibility to gain a working knowledge of the Gibraltar System so that it may be repaired according to the manufacturer's specifications.

The replacement of the 3-strand cable shall be paid for at the contract unit price per Foot as REPAIR HIGH TENSION CABLE (GIBRALTAR). The replacement of the Post(s) and Marker(s) shall be paid for at the contract unit price per Each as REMOVE AND REPLACE POSTS (GIBRALTAR). The replacement of the End Post Anchor System shall be paid for at the contract unit price per Each as REPAIR HIGH TENSION BARRIER TERMINAL (GIBRALTAR). The replacement of the hairpins shall be paid for at the contract unit price per Each as REPAIR HAIRPINS (GIBRALTAR). The replacement of the Lock Plates shall be paid for at the contract unit price Each as REPAIR LOCK PLATES (GIBRALTAR)

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

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.”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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.”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2022

Revise the last paragraph of Article 701.11 of the Standard Specifications to read:

“When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment.”

Add the following to Article 701.15 of the Standard Specifications:

“(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) When speed display trailers are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other speed display trailers, this work will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ± 1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125 and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the work zone posted speed limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25 mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. On any roadway facility if detected speeds are less than 25 mph, they shall not be displayed. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

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.”

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

“701.13 Flaggers and Spotters. Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver’s license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver’s license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor’s control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

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.