

# 98

**April 26, 2024 Letting**

# **Notice to Bidders, Specifications and Proposal**



**Illinois Department  
of Transportation**

**Contract No. 72E36  
Various Counties  
Section D6 LIGHTING 2024-1  
Various Routes  
District 6 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



## **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. April 26, 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. 72E36  
Various Counties  
Section D6 LIGHTING 2024-1  
Various Routes  
District 6 Construction Funds**

**Maintenance and repair of traffic signals, flashing beacons and roadway lighting along various routes at various locations in the eastern half of District 6.**

- 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



RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	Additional State Requirements for Federal-Aid Construction Contracts .....	59
2	Subletting of Contracts (Federal-Aid Contracts) .....	62
3	X EEO .....	63
4	X Specific EEO Responsibilities Non Federal-Aid Contracts .....	73
5	X Required Provisions - State Contracts .....	78
6	Asbestos Bearing Pad Removal .....	84
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal .....	85
8	Temporary Stream Crossings and In-Stream Work Pads .....	86
9	Construction Layout Stakes .....	87
10	Use of Geotextile Fabric for Railroad Crossing .....	90
11	Subsealing of Concrete Pavements .....	92
12	Hot-Mix Asphalt Surface Correction .....	96
13	Pavement and Shoulder Resurfacing .....	98
14	Patching with Hot-Mix Asphalt Overlay Removal .....	99
15	Polymer Concrete .....	101
16	Reserved .....	103
17	Bicycle Racks .....	104
18	Temporary Portable Bridge Traffic Signals .....	106
19	Nighttime Inspection of Roadway Lighting .....	108
20	English Substitution of Metric Bolts .....	109
21	Calcium Chloride Accelerator for Portland Cement Concrete .....	110
22	Quality Control of Concrete Mixtures at the Plant .....	111
23	Quality Control/Quality Assurance of Concrete Mixtures .....	119
24	Reserved .....	135
25	Reserved .....	136
26	Temporary Raised Pavement Markers .....	137
27	Restoring Bridge Approach Pavements Using High-Density Foam .....	138
28	Portland Cement Concrete Inlay or Overlay .....	141
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching .....	145
30	Longitudinal Joint and Crack Patching .....	148
31	Concrete Mix Design – Department Provided .....	150
32	Station Numbers in Pavements or Overlays .....	151

## TABLE OF CONTENTS

LOCATION OF PROJECT .....	1
DESCRIPTION OF PROJECT .....	1
COMPLETION DATE.....	1
LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES.....	2
TRAFFIC CONTROL PLAN.....	2
WORK DURING PEAK HOURS.....	5
PENALTY DURING PEAK HOURS.....	5
TERMINATION FOR CAUSE .....	5
TERMINATION FOR CONVENIENCE.....	5
CONTRACTOR BASE OF OPERATIONS.....	6
PAYMENT FOR DRIVING TIME .....	6
PAYMENT OF BILLS ON BEHALF OF THE DEPARTMENT.....	6
SCOPE OF WORK .....	6
<b>WORK ORDERS</b> .....	7
CONTRACTOR'S REPRESENTATIVE.....	8
QUANTITIES.....	9
PARTS AND MATERIALS.....	9
CONTRACTOR COMMUNICATION .....	10
LABOR, TOOLS, AND EQUIPMENT .....	10
EQUIPMENT RENTAL .....	11
TEST EQUIPMENT.....	11
CONTRACTOR WORK FORCE REQUIREMENTS .....	12
CONTROL OF WORK .....	12
CONTRACTOR RESPONSE AND WORK ORDER COMPLETION TIMES.....	13
FAILURE TO MEET RESPONSE TIME.....	14
REPAIR PARTS, MATERIALS, AND COMPONENTS.....	15
CEMENT, TYPE IL (BDE).....	19
COMPENSABLE DELAY COSTS (BDE) .....	19
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE).....	22
ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE).....	31
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE).....	31
SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE).....	33
SPEED DISPLAY TRAILER (BDE) .....	35

VARIOUS ROUTES  
SECTION D6 LIGHTING 2024-1  
VARIOUS COUNTIES  
CONTRACT NO. 72E36

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)..... 36  
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)..... 36  
SUBMISSION OF PAYROLL RECORDS (BDE)..... 37  
TRAFFIC SPOTTERS (BDE)..... 38  
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)..... 39  
WEEKLY DBE TRUCKING REPORTS (BDE) ..... 39  
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)..... 40

## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section D6 Lighting 2024-1, Various Counties, Contract No. 72E36, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes  
Section D6 Lighting 2024-1  
Various Counties  
Contract No. 72E36

### LOCATION OF PROJECT

This contract will be located along various routes in District Six in Cass, Christian, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Sangamon and Scott counties.

### DESCRIPTION OF PROJECT

This project will consist of the maintenance and repair of traffic signals, flashing beacons, roadway lighting, ITS devices, fiber optic cable, and other electrical facilities as requested by the Department at the locations described by work orders issued from the Illinois Department of Transportation. The Department's contact person is:

IDOT D6 Traffic Signal Supervisor  
Brian Fry

Phone  
217-622-2472

The Department reserves the right to perform any repairs with its own forces.

### COMPLETION DATE

All work on this contract shall be completed on or before June 30, 2025. Should the Contractor fail to complete all work by June 30, 2025, the Contractor shall be liable in accordance with Article 109.09 of the Standard Specifications.

## 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, ITS, 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.

## TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Revised: October 10, 2022

The following traffic control and protection will apply to this project:

### Highway Standards:

- |        |   |
|--------|---|
| 701001 | This standard will be used on two lane/two way traffic for all work activities greater than 15 ft. from the edge of pavement.   |
| 701006 | This standard will be used on two lane/two way traffic for all work activities within 24 inches to 15 ft. from the edge of pavement.  |
| 701011 | This standard will be used on two lane/two way traffic for all work activities that require an intermittent or continuous moving operation on the shoulder where the speed is 1 mph or less.                                |
| 701101 | This standard will be used on multi-lane highways for all work activities within 24 inches and 15 ft. from the edge of pavement.  |
| 701106 | This standard will be used on multi-lane highways for all work activities greater than 15 ft. from the edge of pavement.  |
| 701201 | This standard will be used on two lane/two way lane closures for day only operations.   |
| 701206 | This standard will be used where at any time any vehicle, equipment, workers, or their activities will encroach in the area between the centerline and a line 24 inches from the edge of pavement for nighttime operations. |
| 701301 | This standard will be used on a two lane/two way lane closure for short time operations.  |



VARIOUS ROUTES  
SECTION D6 LIGHTING 2024-1  
VARIOUS COUNTIES  
CONTRACT NO. 72E36

- 701306 This standard will be used on a two lane/two way lane closure for slow moving operations.
- 701311 This standard will be used on two lane/two way traffic for construction activities that require continuous moving operations.
- 701400 This standard will be used any time a lane is closed on a freeway or expressway.
- 701406 This standard will be used any time a daytime lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement and shall be used in conjunction with Standard 701400.
- 701411 This standard will be used for all work activities involving freeway and expressway lane closures in close proximity to entrance and exit ramps. Each ramp, regardless of the number of setups required, shall be considered as one each.
- 701421 This standard is used where at any time any vehicle, equipment, workers, or their activities will encroach on the lane adjacent to the shoulder within 24 inches of the edge of pavement.
- 701422 This standard will be used any time a lane closure is required on a multilane expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement.
- 701426 This standard will be used any time a lane closure is required on a freeway or expressway when any vehicle, equipment, workers, or their activities require stationary operations less than 1 hour or moving operations where the average speed is greater than 1 mph.
- 701427 This standard is used where any vehicle, equipment, workers, or their activities will require stationary operations up to one hour or a continuous or intermittent moving operation where the average speed of movement is greater than 1 mph.
- 701428 This standard will be used for setup and removal of lane closures on freeways and expressways having an ADT greater than 25,000.
- 701446 This standard will be used any time a two-lane lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard shall be used in conjunction with Standard 701400.
- 701451 This standard will be used for closing an interchange ramp to traffic.
- 701456 This standard will be used for partial lane ramp closures when construction operations do not require a full ramp closure.
- 701501 This standard will be used for all activities on two lane/two way urban sections requiring a lane closure.

701502	This standard will be used for all activities on two lane/two way urban sections with bi-directional turn lanes requiring a lane closure.
701601	This standard will be used for all activities on multilane, 1 way or 2 way, urban sections with non-traversable median requiring a lane closure.
701602	This standard will be used for all activities involving urban lane closures on multilane, 2 way traffic with a bi-directional left turn lane.
701701	This standard will be used for all work activities involving a multilane urban intersection.
701801	This standard will be utilized for all sidewalk closures throughout the project limits.
701901	This standard describes all permissible traffic control devices that can be utilized with the above-mentioned traffic control standards.

Limitations Of Construction: The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. The Contractor shall contact the District Six Bureau of Operations, (217) 785-5306, at least 72 hours in advance of beginning work and three weeks prior to implementing any traffic control.
2. The Contractor shall erect changeable message signs, as deemed necessary by the Engineer, seven days in advance of implementing traffic control and protection for lane closures. The exact location of changeable message signs shall be confirmed by the Engineer.
3. In advance of each lane closure, the Contractor shall provide four "BE PREPARED TO STOP" (W3-4(O)48) signs. These signs shall be tripod mounted and placed at locations as designated by the Engineer to provide adequate warning in advance of traffic backups. The signs will not be paid for separately but shall be included as part of the contract unit bid prices for the applicable pay items listed in this contract.
4. During construction on multilane roadways, at least one lane in each direction shall remain open to traffic at all times. On two lane roadways, at least one lane shall remain open to traffic at all times.
5. No overnight lane closures will be allowed.
6. Direction indicator barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane.
7. Traffic control and protection as described in the provision and as shown in the plans will not be paid for separately but shall be included in applicable pay items listed in this contract.

## **WORK DURING PEAK HOURS**

The Contractor will be permitted to work on any day from dawn to dusk unless work requires a lane restriction in a high-volume area in which work may be restricted to non-rush hours. The Contractor shall have all lanes of traffic open during peak hours in the appropriate direction and will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours. Peak hours, if applicable, will be shown on the work order and will be determined by the Engineer.

## **PENALTY DURING PEAK HOURS**

If the Contractor fails to have all lanes of traffic open during peak hours for traffic or conducts operations that will impede the flow of traffic during peak hours, a monetary penalty shall be assessed to the Contractor. The penalty shall be \$500 for each 15-minute period, or a portion thereof, during peak hours.

## **TERMINATION FOR CAUSE**

The state may terminate this contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused or reasonably could cause jeopardy to health, safety, or property. If the Contractor fails to perform to the State's satisfaction any material requirement of this contract or is in violation of a material provision of this contract, the State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date, the State may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. In either event, the State may seek any available legal or equitable remedies and damages.

## **TERMINATION FOR CONVENIENCE**

Following 30 days written notice, the State may terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following any such termination for convenience, the Contractor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under the contract up to and including the date of termination.

## **CONTRACTOR BASE OF OPERATIONS**

The base of operations shall be in an area that will allow the Contractor to meet the response times stated within this contract, perform the work required to rectify the situation, restore normal operation, and provide safety to the motoring public.

## **PAYMENT FOR DRIVING TIME**

The Department will pay for drive time for workers and crews that are located within the geographical boundaries of District Six. Unless pre-approved by the Department in the execution of a work order, the Department will not pay for drive time for workers and crews that travel to a work site from outside of District Six.

## **PAYMENT OF BILLS ON BEHALF OF THE DEPARTMENT**

The Department may request that the Contractor pay bills on behalf of the Department in accordance with Article 109.05 of the Standard Specifications. The Contractor shall receive as administrative costs an amount equal to 5% of the first \$10,000 and 1% of any amount over \$10,000 of the total amount actual paid per bill with the minimum payment being \$25.

## **SCOPE OF WORK**

Work shall consist of repairing or replacing damaged electrical traffic control devices; servicing malfunctioning traffic signal controllers; roadway lighting, traffic signal re-lamping and cleaning; replacing loop detectors; modernizing existing electrical facilities; repair, replacement and/or installation of traffic data collection stations and/or detectors; repair and maintenance of ITS devices; repair and maintenance of fiber optic cables; adding new facilities; and providing all other electrical services that are requested at locations described in a work order issued by the Department in compliance with this contract.

Entries in service logs in traffic signal controller cabinets are to be made by the Contractor at the time any controller related servicing is performed. The date and time should reflect when the serviceman arrives to begin work on the controller.

When repairing a damaged traffic signal or highway lighting standard, the Contractor shall reinstall all existing traffic signs which were attached to the standard. If these signs are damaged to the extent they cannot be reused, the Contractor shall immediately notify the Department so that replacement signs can be installed.

The Contractor shall be solely responsible for any damage to existing structures or to the right-of-way resulting from the operation of their equipment or employees while making repairs. The Contractor shall, at his/her own expense, restore any damage to a condition equal to that existing before the damage was done as directed by the Engineer.

Before starting work at a repair site requiring excavation, the Contractor shall contact JULIE at telephone number 811 or use e-request to facilitate the location of underground utilities. The Contractor shall also locate and protect all Department lighting circuits, traffic signals, fiber cable, and other electrical facilities in areas of excavation.

The Contractor shall, at all times, keep Department work sites free from accumulations of waste material or rubbish caused by their employees. At the completion of the work, the Contractor shall remove all rubbish, tools, and surplus materials from the work site. The Contractor shall, at his/her own expense, restore any damage to a condition equal to that existing before the damage was done as directed by the Engineer. The damaged material shall be removed from the site and become the property of the Contractor, unless otherwise specified.

The Contractor shall comply with all applicable OSHA requirements while performing requested services including the use of lock out and tag out kits.

In performing work required by this contract, the Contractor shall confine the equipment, the storage of material, and the operation of the workers to State of Illinois property and right of way.

At a location where electrical traffic control devices or highway lighting have been damaged, the Contractor shall review the location in order to verify materials required to complete repairs. Any questions as to the location of work and/or quantities required must be resolved prior to beginning work.

The Contractor acknowledges there is no guarantee that work will or will not be performed by the Contractor. The Contractor will upon request of the Department, within the time element designated, do all work that is offered on a 24-hours-per-day, 7-days-per-week basis.

## **WORK ORDERS**

The Department will establish an expected response and completion time for the requested service at the time a work order is issued. IDOT issued work orders shall be completed no later than 30 calendar days after the day of issuance to the Contractor. The Contractor must communicate and provide justification for any delay beyond 30 calendar days.

No work of any kind is to be performed by the Contractor unless a work order authorizing the work has been issued by the Engineer. Requests for emergency service calls may be initiated by the Department with a telephone call, faxed message, or email and followed by a written work order authorizing the work. The work order shall show the date and time of issuance, type of facility, location, a description of the service required or the problem reported, and pay items. The work order will indicate a district contact and telephone number for the Contractor to contact with any questions regarding the work order.

The Contractor shall be available to respond to calls for service at all times, including Saturdays, Sundays, and holidays, to correct any malfunction of equipment, complete any temporary emergency repair to damaged equipment resulting from any cause, and to perform emergency locates for underground facilities. Overtime work during nights, weekends, and holidays will be performed by the Contractor only as authorized by the Department.

If at the time of service being performed, additional work of a minor nature (not to exceed \$200) is needed, the Contractor shall proceed with that work. If it appears that the additional work could result in a substantial addition or change to the current work order, the Contractor shall contact the Department's district contact before proceeding with the additional work.

The date and time that the Contractor's work crew begins work on the work order and the date and time the requested work is completed shall be noted on the Contractor's billing invoice submitted to the Department for payment. If the work is not completed on the first trip, the Contractor shall record on the invoice the starting and ending dates and times for all subsequent work crews until the work order is completed.

The Contractor shall inform the Department's district contact upon arriving and departing the site of all service calls and provide the status of work. The Contractor will be provided with an after-hour's telephone number for the district contact.

### **CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate a service representative to serve as the key contact person for the Department in the execution of this contract. The service representative shall monitor the daily activities of the contract and be available to discuss and respond to any problems that may arise. The services of this person shall be included in the contract, and no additional compensation shall be allowed.

The Contractor shall assign two or more service representatives to whom the Department may issue work orders and instructions and to monitor Department needs. The Contractor shall provide the Department with the names and telephone numbers of these representatives. One of these representatives of the Contractor shall be available at all times.

The Contractor shall provide the Department with a 24-hour telephone service number so that the Contractor may respond to emergencies that occur outside normal work hours.

The Contractor must notify the Department in writing of any employee absence that results in the Contractor representative or on-call employee being unavailable for contract work, including all scheduled vacations, planned absences, sick time, and employee emergency situations.

Contractor representatives shall respond to Department concerns and solve any problems regarding performance under this contract. The Contractor representative shall confer with Department personnel whenever necessary and make recommendations that will ensure the Department receives the most effective service. The Contractor shall furnish the names and telephone number of the representatives to the Department.

## **QUANTITIES**

The quantities specified in this contract indicate the estimated amount of work required for the duration of this contract. This is merely an estimate to establish unit prices and permit the Department to determine the low bidder. It shall be understood that the unit prices of this contract shall prevail throughout the period of this contract regardless of the quantity actually utilized.

## **PARTS AND MATERIALS**

All parts and materials listed as pay items will be paid for at contract unit bid prices, and no additional markup will be allowed on pay items. For parts and materials not included in the plan quantities, the pay items will be paid for under the provisions of Article 109.04 of the Standard Specifications.

When such parts and material are furnished by the Contractor, the material shall be the best grade of its respective kind for the intended purpose. The Contractor is expected to make a good faith effort to purchase the parts and materials supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the Contractor shall be considered included with the contract, and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the items.) All materials provided by the Contractor shall be new, unless otherwise stipulated, and in accordance with the standards specified. The department reserves the right to review, approve, and/or disapprove any parts and materials prior to and after installation and shall have the final say in using those parts and materials.

Parts and materials may be furnished by the department when available and practical, unless otherwise specified by this contract. The transportation of department supplied parts and materials to the locations on the work order by the Contractor shall be considered included with the contract, and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the items). To expedite the repair of an installation; the Department reserves the right to deliver parts, materials, and equipment directly to the Contractor's shop or to the jobsite.

The Department may request to the Contractor in writing to order parts and materials not to be installed by the Contractor. These parts and materials will be used by the Department in the repair and/or maintenance completed by the Department's work force.

## **CONTRACTOR COMMUNICATION**

All work crews shall be equipped with a cellular telephone to facilitate communications with work crews and to verify operating conditions of key electrical facilities. Only the crew leader will be required to be equipped with a cellular telephone. The Contractor shall provide the Department with the cellular telephone number being used in the execution of each work order. The Department reserves the rights to use the cellular telephone to contact the Contractor's work crew for their location and to request a report on the status of a work order. No additional compensation for cellular telephone expenses will be allowed.

## **LABOR, TOOLS, AND EQUIPMENT**

The Contractor shall furnish all labor, tools, equipment, and other incidentals necessary or convenient to successfully complete the work orders and carry out all duties and obligations imposed by the contract. The Contractor shall furnish and maintain tools and equipment including, but not limited to, pickup trucks, line trucks, trailers, backhoes, trenchers, air compressors, and other specialized electrical equipment and shall possess self-propelled bucket trucks capable of servicing overhead flashing beacons, pole mounted highway lighting units, and overhead traffic signals. All other incidental equipment and tools shall be provided by the Contractor at prices established in the Equipment Watch Rental Rate Blue Book which can be obtained at <http://www.equipmentwatch.com>.

***Equipment and tools that are not listed in the Equipment Watch Rental Rate Blue Book shall be considered included in the contract, and no additional compensation will be allowed.***

The Contractor should utilize the appropriate equipment to complete the repair as authorized by the Department. If the Contractor chooses to use tools and/or equipment that in the opinion of the Department is above and beyond what is required, the Contractor shall be compensated at the appropriate amount as determined by the Department of what was necessary to complete the work order. The Department shall be the sole judge as to what equipment is required. Standard equipment operating costs for fuel, lubricants, wear-and-tear, loss of equipment, repairs, servicing, filters, tires, etc. are to be included in the cost of the pay item. No additional compensation for these operating expenses will be allowed.

Protective gear or clothing that is required for contractor personnel in the execution of a work order (including, but not limited to, dust masks, breathing apparatus, electrically insulated gloves, protective gloves, etc.) will be provided by the Contractor and shall be in compliance with the applicable OSHA standard. No additional compensation for these operating expenses will be allowed.

Only labor required to complete work orders shall be eligible for payment. Labor rates for electricians shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

The time allowed for the truck pay items included in this contract shall be the actual time the trucks is used on the work order (while work is underway). Truck rates include (but not limited to) the



cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals.

Arrow boards shall meet the requirements of Articles 701.15(i) and 1106.02. Truck mounted crash attenuators shall meet the requirements of Articles 701.15(h) and 106.02.

Method of Measurement: Labor will be measured to the nearest 0.25 hour for each journeyman electrician for straight time and premium time rates approved for use on the applicable work order.

Truck usage will be measured to the nearest 0.25 hour for each pick-up truck, bucket truck (length less than 35 feet), or bucket truck (length 35 feet to 65 feet) approved for use on the applicable work order.

Basis of Payment: Labor will be paid for at the contract unit price per HOUR for JOURNEYMAN ELECTRICIAN, JOURNEYMAN ELECTRICIAN (WEEKLY OVERTIME RATE), JOURNEYMAN ELECTRICIAN (SUNDAY AND HOLIDAY OVERTIME RATE), and JOURNEYMAN ELECTRICIAN (SATURDAY OVERTIME),

Truck usage will be paid for at the contract unit price per HOUR for PICK-UP TRUCK, BUCKET TRUCK (LENGTH LESS THAN 35 FEET), or BUCKET TRUCK (LENGTH 35 FEET TO 65 FEET).

## **EQUIPMENT RENTAL**

In the event that the Contractor needs to rent equipment for use in the execution of a work order, the Department will pay the Contractor the equipment cost contained in the Equipment Watch Rental Rate Blue Book or the actual cost of the rental if that cost is in excess of the amount shown in the guide. All equipment rental costs in excess of the guide shall be authorized and approved by the Department prior to rental.

## **TEST EQUIPMENT**

The Contractor shall provide all of their own testing instruments, as required, to service the facilities of the Department.

The Contractor shall use the established procedures as defined by the manufacturer or standard practice to determine the integrity of the equipment. The Department shall be provided with the testing procedures used upon request.

All required test equipment shall be included in the contract, and no additional compensation will be allowed.

## **CONTRACTOR WORK FORCE REQUIREMENTS**

The Contractor shall provide adequate supervision to their work force to ensure that workers and materials are utilized in an efficient manner. This is to include, but not limited to, ensuring that knowledgeable and experienced workers are matched to related servicing tasks, and service vehicles are equipped with the parts, materials, and equipment likely to be required to complete the work order.

The Contractor shall at all times provide a force of qualified personnel sufficient, in the opinion of Department, to perform the work and specialized operations required and described herein. A working knowledge will be required in basic electrical circuits, solid state circuits, AC and DC current applications, field testing equipment, and local/national electrical codes. The Contractor shall provide a list of personnel, their training, and experience to the Department.

The Department shall be the sole judge as to the qualifications and credentials of the Contractor's personnel. The defining criteria for the "journeyman electrician" category would be a minimum of an I.B.E.W. journeyman electrician or better with training in all areas listed within the contract as well as specialized training in 'Traffic Signal Controllers' and related equipment (including fiber optic systems).

## **CONTROL OF WORK**

The Department shall conduct frequent inspections of work and installations performed by the Contractor to determine if the work is being performed promptly and satisfactorily in the manner specified in the contract. The Contractor's employees shall cooperate with such inspections and shall provide information concerning the work in progress when requested by the Department.

A final inspection will be made by the Department of all work locations, and final quantities can be adjusted at that time. The Department reserves the right to place maximum or minimum limits on the work force and/or equipment utilized by the Contractor to execute a work order.

Each work day, the Contractor shall provide the Department a schedule of contract work activities for the day. The schedule will show the location, type of work, and estimate of when each work crew will be at the location on the work order. This information shall be either faxed, emailed, and/or verbally transmitted to the Department representative by 8:00 AM.

## **CONTRACTOR RESPONSE AND WORK ORDER COMPLETION TIMES**

IDOT issued work orders shall be completed no later than 30 calendar days after the day of issuance to the Contractor. The Contractor must communicate and provide justification for any delay beyond 30 calendar days.

The Department will establish an expected response and completion time for the requested service at the time a work order is issued. It shall be the Contractor's responsibility to promptly notify the Department, if for any reason, the Contractor cannot meet either the response or completion time established at the issuance of the work order or the times established herein. In all instances, the Contractor shall comply with the standard response and completion times as follows:

Emergency Service Call Response: During regular working hours (weekdays 7:00 AM to 5:00 PM) respond in 2 hours or less and during non-regular working hours, weekends and holidays respond in 3 hours or less. Emergency response calls include, but are not limited to, dark or malfunctioning traffic signals or knocked down traffic signals, highway lighting standards, or controllers. Upon arrival at the emergency work site, contractor personnel must immediately begin work to abate the emergency. At the direction of the Department, abatement of emergency shall be either complete restoration of the electrical device or a temporary repair as directed by the Department.

Non-emergency Traffic Signal/Flashing Beacon Call Response: Respond within 24 hours of issuance of the work order. Completion of work shall be within 30 calendar days of the date the work order was issued.

Highway Lighting Outage Response: Respond within seven calendar days of issuance. The Contractor shall respond to lighting work orders where the entire lighting system is non-functional within five calendar days.

Traffic Signal Knockdown Completion: All traffic signal knockdowns are expected to be repaired by the next day regardless of weekends and holidays. The Contractor shall respond within the timeframes as specified herein to repair a traffic signal knockdown, to clear all electrical circuits, pick up the knockdown debris, and ensure that the intersection is either back in normal operation or in the flashing mode. If the Contractor does not have the necessary equipment or is unable to make the necessary knockdown repair the same day, the Department shall be notified.

Highway Lighting Knockdown Completion: Two work orders may be issued to repair a highway light pole knockdown. The Contractor shall respond within two hours or less to the initial work order to clear the electrical circuit and remove any knockdown debris from the vicinity of the roadway.

When the second work order is issued to repair the knockdown, the Contractor is expected to complete the repair within ten calendar days. The Contractor shall be responsible for notifying the Department if the requested knockdown repair cannot be completed within the allotted time.

When requested by the Contractor, justifiable extensions of work order completion times may be granted at the discretion of the Department. The Contractor understands and agrees that performance will be expected in varying amounts and at various locations on the roadways

designated in this contract and in accordance with work orders issued by department personnel. In the event the Contractor fails to meet the completion time for a work order, the Contractor and Department agree that an amount of actual damage is difficult to ascertain. Therefore, the Contractor shall be liable to the Department for penalty charges as specified in the following amounts which are reasonable and proportionate to the amount of the work order.

Work Order Amount	Penalty Charges Per Calendar Day
\$0 - \$500	\$25
\$501 - \$1,000	\$50
\$1001 and over	\$100

**FAILURE TO MEET RESPONSE TIME**

Should the Contractor fail to respond and/or complete a work order on time, or such extended time as may have been allowed by the Department, a monetary deduction will be applied to monies due or that may become due to the Contractor. The value of the monetary deduction will be as follows:

Emergency Service Calls:

Work Order Amount	Monetary Deduction for Each Hour*
From \$0 to \$500	\$50
From \$501 to \$1,000	\$100
From \$1,001 and over	\$150

\* After applicable response time expires

Priority Non-Emergency Service Calls and Routine Work Items:

\$75.00 per day per work order

For the purpose of calculating the monetary deduction, a day shall be any (or portion of) excluding the following:

- When adverse weather at the field work site prevents work on the controlling item of a work order.
- When job conditions at the field work site due to recent weather conditions prevent work on the controlling item of a work order.
- When work on the controlling item has been suspended by an act or omission by the Department or Engineer.

## **REPAIR PARTS, MATERIALS, AND COMPONENTS**

When available and practical, traffic signal, highway lighting, and ITS equipment parts and components will be furnished by the Department, unless otherwise specified by the Department. If requested by the Department, the Contractor shall be responsible for picking up and transporting to the work site all Department furnished parts and components.

The Contractor is required to provide any parts, components, and material not provided by Department. These shall include miscellaneous electrical parts and components, electrical hardware, fasteners, wire, conduit, tape, and any other materials normally associated with the maintenance of electrical devices. When such materials are furnished by the Contractor, the material shall be of the best grade of their respective kinds, for its purpose. All materials used should be itemized on the individual billing invoice for that work order.

The Contractor shall purchase material from the Department's traffic signal and highway lighting component contracts whenever possible. The Department may require the Contractor to purchase necessary parts and materials from other approved sources. In cases where Contractor is required to acquire parts and supplies from alternate sources at higher prices than the contracted amounts, the Contractor shall purchase parts at the best available price. On occasion, the Department may require approval of cost prior to purchase, the Contractor shall be compensated at the approved cost or the actual cost, whichever is lower. Contractor receipts or bills for parts and materials shall be submitted as documentation of costs.

## **PAYMENT AND INVOICES**

Unless otherwise instructed, the Contractor shall submit an invoice upon completion of the work order. Invoices shall be received no later than 30 calendar days of work order completion.

Invoices shall include detailed information as to the services performed, the number of hours worked, labor rates, and a list of all parts used and their prices. Final payment will not be made until all services are completed and accepted by the Department. The amount shown on each invoice shall be in accordance with the unit prices established in this contract or agreed unit pricing.

Overtime Authorization: At the time the Department issues a work order to the Contractor, the Department shall state if overtime labor is authorized and the estimated hours of overtime labor authorized for the Contractor to bill the Department in responding to and/or completing the work order. All overtime labor in excess of that specified in the work order must be approved in writing in advance by the Department. The Contractor is required to plan work on routine and emergency work orders to avoid overtime labor while meeting the response and/or completion times requested by the Department.

Should the Department require the Contractor to provide workers in addition to the electrician rates specified in the contract, the rates for such labor shall be reasonable and meet the prior approval of the Department.

If the Department authorizes the Contractor to use a piece of machinery or equipment that does not have a contract unit price and is not considered incidental to the contract, payment shall be made in accordance with Article 109.04 of the Standard Specifications for Road and Bridge Construction.

## **SUBCONTRACTOR PAYMENTS**

No subcontractors may be utilized without approval by the Department. When the Department authorizes the use of a subcontractor in the execution of a work order, the Department will pay the Contractor the actual amount of the subcontractor invoice plus a 5% maximum markup for processing.

## **KNOCKDOWN DOCUMENTATION**

The Contractor shall provide the Department with photographs of all onsite knockdown debris to document the damage for third party claims. The photographs shall be digital images and should have the number of views necessary to properly detail the motorist causing damage. Three or more photographs are required for adequate documentation. Identifying information should be included in the photographs as much as possible.

This requirement shall be included with this contract, and no additional compensation will be allowed.

## **CONTRACTOR INVOICING REQUIREMENTS**

The Contractor shall include the following items with each invoice:

Repair Work Orders:

A. Original Copy

1. Information on Invoice:

- a) Location of Service – Description of Location (Route, City, County)
- b) IDOT Work Order Number – Place Near Top of Invoice
- c) Name of IDOT Employee Who Authorized Work
- d) Work Classification – "Traffic Signal Repair" or "Traffic Signal Maintenance"
- e) Contractor Invoice Number and Date of Invoice.
- f) Labor Costs: Provide original time sheets that detail who performed the work, the date and time (in hours) and the (rate per hour), and a description of work performed.
- g) Equipment Costs: Provide type of equipment used and the date and time used (in hours with rate per hour).
- h) Material Cost: Provide specific brand name and model number (where applicable) of all materials used on the project along with the quantity used, unit price, mark-up cost, and total price.
- i) In the event that any part or material has a unit cost of \$50.00 or more, the original invoice must be included.

Note: It is permissible for the equipment (g) and materials (h) to be listed on the time sheets (f) as specified above and then summarized on a separate or "cover" invoice provided that the time sheets are included as attachments.

2. Attachments to Invoice:

- a. Copy of IDOT work order with contractor portion completed
- b. Original of Item (1.i.) – "Materials \$50.00 or More".
- c. Any other items that the Contractor feels necessary to document on the invoice.

Traffic Signal Maintenance (Work Orders):

A. Original Copy

1. Information on Invoice: Include items 1. a,b,c,d,e,f,g,h,i

2. Attachments to Invoice:

- o Originals of signal maintenance check sheet completed by contractor.
  - o Original of item (1.i.) – "Materials \$50.00 or More".
  - o Any other items that the Contractor feels necessary to document on the invoice.
- Invoices will not be processed for payment unless work is fully completed, and all required documentation is provided with the invoice. No payment will be made on partial bills.

**LUMINAIRE MOUNTING BRACKET - SPECIAL**

This work shall be in accordance with Section 1069 of the Standard Specifications, except as modified herein.

The Contractor shall provide a single tenon or twin-tenon luminaire bracket installed on an existing tenon top light pole. The bracket shall accommodate the installation of one LED roadway luminaire or two LED roadway luminaires at 90° or 180° apart, as required. The bracket shall be fabricated from 2 in. schedule 40 pipe, 30,000 psi minimum yield strength, be fully galvanized, and shall have horizontal arms of length ranging from 8" to 12".

The Contractor shall supply all materials required to install the luminaire bracket as a part of this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for LUMINAIRE MOUNTING BRACKET - SPECIAL.

**WORK ORDER FORM**



INVOICE #: \_\_\_\_\_  
ENTERED IN AMP: \_\_\_\_\_  
SENT TO D6 F.S. \_\_\_\_\_

**EAST Electrical Maintenance Work Order**

FY24 cont#

Work Order Number **E24-001**

<b>Contractor</b>	Contractor name	<b>Date Issued</b>	7/12/19	
<b>City/County</b>	Various	<b>Date Completed</b>		
<b>Location</b>	Night Light Inspection	<b>Date Submitted for Payment</b>		
<p><b>WORK COMPLETION REQUESTED NO LATER THAN:</b>  <b>Work to be Performed:</b>                  - Utilize Proper Traffic Control as required by contract.</p>				
<b>Special Instructions:</b> Contact IDOT D6 prior to work. 217-622-2472				
<b>Is work to be performed as a result of an accident?</b>		Yes	<input checked="" type="checkbox"/> No	
<b>Accident reference number:</b>				
<b>Work Authorized By</b>	<b>Date</b>	<b>Work Inspected By</b>	<b>Date</b>	<b>Payment Authorized By</b>
<b>Labor</b>				
Worker Classification	Number of Workers	Hours Worked	Quantity	
<b>Equipment Used</b>			<b>Material Used</b>	
Description (Model, Year, Capacity, etc.)	Number of Hours	Description	Quantity	

Contractor's Field Supervisor \_\_\_\_\_

D6 OP0001

**RETURN DATED COPY ATTACHED TO INVOICE**



**CEMENT, TYPE IL (BDE)**

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement .....1001”

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 IL .....1001”

**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](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.



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

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

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

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for

which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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

Effective: June 2, 2021

Revised: April 2, 2024

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

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

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

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

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

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department

will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

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

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

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

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

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

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

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

**SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)**

Effective: April 1, 2024

Revise Article 1095.06 of the Standard Specifications to read:

**1095.06 Pavement Marking Tapes.** Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout marking tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive. The surface of the blackout pavement marking tape shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303.

- (a) Color. The material shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

\*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance,  $R_L$ , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, $R_L$ , Dry		
Observation Angle	White	Yellow
0.2°	1300	1200
0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R <sub>L</sub>	
Color	R <sub>L</sub> 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV markings shall provide an average minimum skid resistance of 50 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
- (e) Durability. The pavement marking tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide the Engineer certification, from the manufacturer of the tape, that the material to be furnished meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.
- (1) Time in place - 400 days
  - (2) ADT per lane - 9,000 (28 percent trucks)
  - (3) Axle hits - 10,000,000 minimum

Samples of the material, applied to standard specimen plates will be measured for thickness, and tested for durability in accordance with Federal Test Method Standard No. 141A, Method 6192, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria for minimum initial thickness and for durability, showing no significant change in color after being tested for the number of cycles indicated.

Test	White	Yellow	Blackout
Initial Thickness, mils (mm)	20 (0.51)	20 (0.51)	65 (1.65) <sup>1/</sup> 10 (0.25) <sup>2/</sup>
Durability (cycles)	1,500	1,500	1,500

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or



shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.”

## **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  $\pm 1$  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 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

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

## **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.