

146

June 15, 2018 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 78654
Various Counties
Section D9 GUARDRAIL REPAIR FY19-1
Various Routes
District 9 Construction Funds**

Prepared by

S

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 10:00 a.m. June 15, 2018 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. 78654
Various Counties
Section D9 GUARDRAIL REPAIR FY19-1
Various Routes
District 9 Construction Funds**

Repair and replace damaged guardrail, barrier terminals, impact attenuators, cable median barrier and fence on a work order basis throughout District 9. // ;

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

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-18)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
106 Control of Materials	1
403 Bituminous Surface Treatment (Class A-1, A-2, A-3)	2
404 Micro-Surfacing and Slurry Sealing	3
405 Cape Seal	14
420 Portland Cement Concrete Pavement	24
442 Pavement Patching	26
502 Excavation for Structures	27
503 Concrete Structures	29
504 Precast Concrete Structures	32
542 Pipe Culverts	33
586 Sand Backfill for Vaulted Abutments	34
630 Steel Plate Beam Guardrail	36
631 Traffic Barrier Terminals	39
670 Engineer's Field Office and Laboratory	40
701 Work Zone Traffic Control and Protection	41
704 Temporary Concrete Barrier	42
781 Raised Reflective Pavement Markers	44
888 Pedestrian Push-Button	45
1003 Fine Aggregates	46
1004 Coarse Aggregates	47
1006 Metals	50
1020 Portland Cement Concrete	51
1050 Poured Joint Sealers	53
1069 Pole and Tower	55
1077 Post and Foundation	56
1096 Pavement Markers	57
1101 General Equipment	58
1102 Hot-Mix Asphalt Equipment	59
1103 Portland Cement Concrete Equipment	61
1106 Work Zone Traffic Control Devices	63

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	64
2	67
3 X	68
4 X	78
5 X	83
6	89
7	90
8	91
9	92
10	95
11	98
12	100
13	104
14	106
15	107
16	109
17	111
18	112
19	114
20 X	116
21	117
22 X	118
23	119
24	120
25	128
26	144
27	146
28	147
29	153
30	154
31	155
32	156
33	157
34	160
35	164

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
SUBMITTAL OF EEO/LABOR DOCUMENTATION	1
TRAFFIC CONTROL PLAN	3
CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS	4
STATUS OF UTILITIES TO BE ADJUSTED	5
TERM OF CONTRACT	5
PROSECUTION OF THE WORK	5
CONTROL OF WORK	5
COMPLETION DATE	5
FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES	6
TRAFFIC CONTROL AUTHORIZATION REQUEST	6
INTERPRETATION OF QUANTITIES AND PAYMENT	7
WORK ORDER	7
CLASS OF WORK	10
COMPLETION TIME FOR WORK ORDERS	10
CONTRACTOR’S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES	10
THE CONTRACTOR’S LIABILITY	11
PROTECTION FOR DAMAGED LOCATIONS	11
REALIGNING POSTS	11
REMOVAL OR REPAIR OF GUARDRAIL	12
FINAL CLEAN UP	13
CONTRACTOR CONTACTS	13
CLEARING	13
GUARDRAIL BLOCKS	13
RAIL ELEMENT PLATES	14
TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL AND TYPE 1 SPECIAL (FLARED)	14
RAIL ELEMENT PLATES (RADIUS)	15
TRAFFIC BARRIER TERMINAL, TYPE 2 (SPECIAL)	16
TRAFFIC BARRIER TERMINAL, TYPE 6, 6A & 6B (SPECIAL)	17
STEEL AND WOOD POSTS	17
REMOVAL AND REINSTALL IMPACT ATTENUATORS	18
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)	18
EXTRUDER HEAD	19
REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED)	20
REPAIR TRAFFIC BARRIER TERMINAL TYPE 6, 6A & 6B	20

STEEL POSTS ATTACHED TO STRUCTURE..... 21
STEEL POSTS (SPECIAL)..... 21
REALIGNING POSTS..... 22
CHAIN LINK FENCE (SPECIAL) 22
GRADING..... 22
HIGH TENSION CABLE MEDIAN BARRIER TERMINAL..... 23
REPAIRING OF HIGH TENSION CABLE MEDIAN BARRIER SYSTEMS..... 23
TRAFFIC BARRIER TERMINAL (C-A-T)..... 24
COMPENSABLE DELAY COSTS (BDE)..... 25
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) 29
EQUIPMENT PARKING AND STORAGE (BDE) 40
LIGHTS ON BARRICADES (BDE) 41
PAYMENTS TO SUBCONTRACTORS (BDE) 42
PROGRESS PAYMENTS (BDE) 42
SPEED DISPLAY TRAILER (BDE)..... 43
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE) 44
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) 44
WEEKLY DBE TRUCKING REPORTS (BDE)..... 45

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, 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 D9 Guardrail Repair FY19-1, Various Counties, Contract No. 78654 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This work is located on various State maintained routes district wide in Perry, Jefferson, Jackson, Franklin, Hamilton, White, Williamson, Saline, Gallatin, Union, Johnson, Pope, Hardin, Alexander, Pulaski and Massac Counties.

DESCRIPTION OF PROJECT

The work to be completed under this contract consists of repairing or replacing existing damaged steel plate beam guardrail, high tension cable median barrier and traffic barrier terminals on a work order basis. Items shall be repaired or replaced in accordance with the details and standards in the plans.

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

This work shall be done in accordance with Check Sheets No. 1, 3 and 5 of the IDOT Supplemental Specifications and Recurring Special Provisions and the "Weekly DBE Trucking Reports (BDE)" Special Provision, except as here-in modified.

PAYROLL AND STATEMENT OF COMPLIANCE:

Certified payroll, (FORM SBE 48 OR AN APPROVED FACSIMILE) and the Statement of Compliance, (FORM SBE 348) shall be submitted by two methods:

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.
2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 48 and SBE 348 forms shall be submitted weekly and will be considered late if received after midnight seven (7) business days after the payroll ending date.

WEEKLY DBE TRUCKING REPORT:

The Weekly DBE Trucking Report, (FORM SBE 723) shall be submitted electronically. Scan the form to a PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 723 forms shall be submitted weekly and will be considered late if received after midnight ten (10) business days following the reporting period.

MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

The Monthly Labor Summary Report (MLSR) shall be submitted by one of two methods:

1. For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form D8 PI0148. Submit the ORIGINAL report by mail to the Regional Engineer for District Eight. Contractors also have the option of using the method #2 outlined below.
2. For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". This file shall be submitted by e-mail using specific file formatting criteria provided by the District EEO Officer. Contractors must submit a sample text file to District 8 for review at least fourteen (14) days prior to the start of construction.

The Monthly Contract Activity Report (MCAR) may be typed or clearly handwritten using Form D8 PI0149.

The Monthly Labor Summary Report and the Monthly Contract Activity Report shall be submitted concurrently. If the method of transmittal is method #1 above then both the MLSR and the MCAR shall be mailed together in the same envelope. If the method of transmittal is method #2 above then the MCAR shall be scanned to a .pdf file and attached to the email containing the MLSR .txt file.

The MLSR and MCAR must be submitted for each consecutive month, for the duration of the project, and will be considered late if received after midnight ten (10) calendar days following the reporting period.

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

The ORIGINAL and one copy of the Request for Approval of Subcontractor (FORM BC 260A) shall be submitted to the District at the IDOT Preconstruction Conference.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

The ORIGINAL and one copy of the Substance Abuse Prevention Program Certification (FORM BC 261) shall be submitted to the District at the IDOT Preconstruction Conference.

The Contractor is required to follow submittal procedures as provided by the EEO Officer at the preconstruction conference and to follow all revisions to those procedures as issued thereafter.

If a report is rejected, it is the contractor's responsibility to make required adjustments and/or corrections and resubmit the report. Reports not submitted and accepted within the established timeframes will be considered late.

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. **Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.**

This Special Provision must be included in each subcontract agreement.

ALL HARD COPY FORMS TO BE SUBMITTED TO:

Region 5 Engineer
Illinois Department of Transportation
ATTN: EEO/LABOR OFFICE
P.O. Box 100
Carbondale, IL 62903

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

TRAFFIC CONTROL PLAN

Effective 1985

Revised 2/17/99

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

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

701001	701006	701011	701101	701106	701201
701301	701400	701406	701421	701428	701456
701501	701502	701601	701602	701606	701707
701901					

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. During the construction of this section at least one lane shall remain open to traffic at all times.
2. The Contractor shall provide, erect and maintain all the necessary barricades, cones, drums, and lights for the warning and protection of traffic, as required by sections 107 and 701 through 703 of the Standard Specifications and as modified.
3. No nighttime lane closures will be permitted.
4. Access to all residences, commercial entrances, and side roads shall be maintained.

Methods of Measurement and Basis of Payment:

The appropriate Traffic Control and Protection standard shall be used at the work location as stated on the Work Order. Traffic Control and Protection Standards 701201, 701501, 701502, 701601, 701602, 701606, and 701701 will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION, CALL OUT WORK. Traffic Control and Protection Standards 701406, 701421, and 701456 will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION, FREEWAY/EXPRESSWAY, CALL OUT WORK.

When an individual work order consists of multiple locations and those locations can be repaired under one traffic control setup the contractor shall be paid for 1 each of the type called for on the work order. If the contractor must take down and set up the traffic control multiple times in order to complete the various locations on the work order then he shall be paid for each time the traffic control must be taken down, moved and re-erected. The standards shall determine when multiple locations cannot be safely completed within the same traffic control setup and therefore require separate work zone traffic control setups.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 702001 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet (1 square meter) or more shall be mounted on two 4 in x 4 in (100 mm x 100 mm) or two 4 in x 6 in (100 mm x 150 mm) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be paid for separately; but shall be considered included in the cost of the traffic control items in this contract.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

TERM OF CONTRACT

The term of this contract shall start on date of contract execution and shall end 485 calendar days later.

PROSECUTION OF THE WORK

The Resident will issue a work order to the Contractor prior to the Contractor proceeding with any work on this contract.

CONTROL OF WORK

The Department may conduct frequent inspections of the respective work order locations to determine if the Contractor is performing repairs promptly and satisfactorily and in the manner specified in the contract. 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.

COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work orders issued, including all clean-up work and open all roadways to traffic on or before the term of the contract expires.

The provisions of Article 108.09 of the Standard Specifications shall apply to the contract completion date.

FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES

Time is of the essence in the completion of each work issued by the Department. Failure to make timely repairs will cause public inconvenience, endanger the public safety and subject the Department to public criticism. All repairs shall be completed within the completion time designated for each work order. The Contractor understands and agrees that performance will be expected in varying amounts and at various locations on the roadways designated in the contract in accordance with the work orders issued by the Resident.

Should the Contractor fail to complete the work order within the completion time stipulated, the Contractor shall be liable to the Department for liquidated damages as specified in the following amounts:

WORK ORDER AMOUNT		LIQUIDATED DAMAGES PER DAY
From More Than	To And Including	
\$0	\$500	\$25
\$500	\$1000	\$50
\$1000	And over	\$100

The Department will deduct these liquidated damages from the monies due or to become due to the Contractor from the Department.

All repairs in progress may be halted immediately by the Resident and completion will not be permitted until the Contractor complies with the terms and condition of the contract.

Any repairs completed in disregard of the conditions specified under this contract can result in the total non-payment for the job or in the partial payment of an amount determined by the Resident.

No additional compensation will be given for compliance with the completion date. The cost shall be considered included in the contract.

TRAFFIC CONTROL AUTHORIZATION REQUEST

The Contractor will submit a BSE 725 – Traffic Control Authorization Request prior to any work requiring traffic control. The Department will review the request and will either approve or reject the request. If the Department rejects the request, the Contractor will not be allowed to implement the work zone.

Conformance to these traffic control and protecting standards will not be paid for as separate item, but will be considered incidental to the contract.

The Contractor must notify the Resident Engineer by phone or e-mail one workday prior to starting any repair. The jobs should be listed in order of repair. A penalty of the loss of traffic control value for the project will be assessed if work is started prior to notification. If no traffic control is associated with the project, a penalty of \$100 will be assessed for each start of work prior to notification. Verification of telephone contact may be made by facsimile machine to District Headquarters, Bureau of Construction, at Fax Number (618) 457-8622.

Damaged areas to be repaired will be identified in orange fluorescent paint and/or survey ribbon. The work order number should be visible at the repair site.

The traffic control standard recommended is based on the Department's estimate of the nature of work, duration and equipment required to perform the repairs. Any deviation must remain in compliance to the Standard Specifications for Road and Bridge Construction, Standard Specifications for Traffic Control Items, and the Manual on Uniform Traffic Control Devices, most recent edition and prior approval by the Department is required.

INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are approximate and include items necessary to repair existing damaged guardrail and an estimate of items necessary to repair damage that may occur during the Term of Contract.

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

Payment for the work under this contract shall be made in accordance with the schedule of prices in the contract and as herein after described. Prices shall include all labor, materials and equipment necessary to complete the work satisfactorily. Before any payment for work is authorized, for a given work order, all repairs must be completed satisfactorily and the guardrail installation must be functional as intended.

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

WORK ORDER

No work, except for priority work, is to be performed by the Contractor without the issuance of a work order authorizing the work. Work orders may be issued for this during the Term of

Contract. A work order will show the class of work, date issued to the Contractor, work order number, location, item description, and quantity of removals or repairs to be made. Only the amount of replacement or repairs shown on the work order is to be done by the Contractor. If, at the time repairs are being made, it is found that additional work is needed, prior approval must be obtained from the Resident before work is done. Any additional work done by the Contractor, without prior approval of the Resident, will not be paid. A sample work order is included in the special provisions.

The Contractor shall contact the Resident Engineer to coordinate and obtain approval before work begins. The Contractor shall not revise the sequence of daily planned work without the Resident's approval. The Contractor shall contact the Resident (on a Monday through Friday), and at least 24 hours in advance of Saturday, Sunday or holiday work.

The Resident shall issue all work orders except priority work to the Contractor at a location or method as approved by the Resident.

The Contractor shall inspect in detail the site of the work to determine the traffic control and protection requirements before proceeding with the work.

After the work is completed, the Contractor shall initial and record the completion date on the work order, the work order again will be signed and dated by the Resident when the work has been inspected and accepted. The Contractor will be given one copy of the work order for his/her records.

Priority work will be initiated by a verbal order from the Resident. This verbal order will always be confirmed by a written work order.

Regular work will be initiated by a written work order from the Resident.



Guardrail Repair Work Order

Date: _____ Prepared by: _____

<input type="checkbox"/> Perry	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Wayne	<input type="checkbox"/> Edwards	<input type="checkbox"/> Wabash
<input type="checkbox"/> Jackson	<input type="checkbox"/> Franklin	<input type="checkbox"/> Hamilton	<input type="checkbox"/> White	<input type="checkbox"/> Williamson
<input type="checkbox"/> Saline	<input type="checkbox"/> Gallatin	<input type="checkbox"/> Union	<input type="checkbox"/> Johnson	<input type="checkbox"/> Pope
<input type="checkbox"/> Hardin	<input type="checkbox"/> Alexander	<input type="checkbox"/> Pulaski	<input type="checkbox"/> Massac	

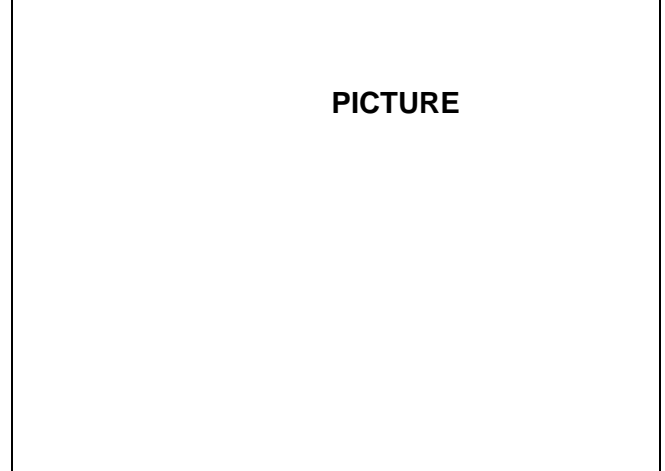
Marked Route: _____ Municipality: _____

Location: _____

Job Number _____

ITEM	UNIT	QUANTITY
REP HTC (GIBRALTAR)	FOOT	
R HT TERM (GIBRALTAR)	EACH	
R&R POSTS (GIBRALTAR)	EACH	
REP HIGH TC (TRINITY)	EACH	
REP POSTS (TRINITY)	FOOT	
REP HTCSND (TRINITY)	FOOT	
GUARDRAIL BLOCKS	EACH	
RAIL ELEMENT PLATES	EACH	
RAIL ELEM PLATE RAD	EACH	
EXTRUDER HEAD	EACH	
STEEL POSTS	EACH	
TRAF BAR TERM T6A SPL	EACH	
TRAF BAR TERM T6 SPL	EACH	
TRAP BAR TERM T6B SPL	EACH	
STEEL POSTS SPECIAL	EACH	
CH LK FENCE SPL	EACH	
WOV W FENCE REM & RPL	EACH	
STEEL POST ATTACH STR	EACH	
HT CBL MED BAR TERM	ACRE	
REM REIN IMPACT ATTEN	EACH	
REPAIR TRBT T1 SP TAN	EACH	
REPAIR TRBT T1 SP FLR	EACH	
REPAIR TR BAR TERM T6	EACH	
REPAIR TR BAR TERM T6A	EACH	
REPAIR TR BAR TERM T6B	EACH	
TR BAR TRM T1 SPL TAN	EACH	
SEEDING CL 1	ACRE	
TR BAR TERM T1SPL FLR	EACH	
IMP ATTEN NRD TL3	EACH	

ITEM	UNIT	QUANTITY
WOOD POST	EACH	
TRAF BAR TERM T2 SPL	EACH	
TRAF BAR TERM CAT	EACH	



TRAFFIC CONTROL
<input type="checkbox"/> 701201, 701501, ,701502,701601, 701602 701606, 701701 – PAY FOR AS TRAFFIC CONTROL AND PROTECTION, CALL OUT
<input type="checkbox"/> 701406, 701421, 701456 – PAY FOR AS TRAFFIC CONTROL AND PROTECTION, FREEWAY/EXPRESSWAY, CALL OUT WORK
<input type="checkbox"/> No Work 3-6 PM <input type="checkbox"/> No Work 6-9 AM

Special Instructions: _____

Authorization of Work	
Resident	
Date Work Order Issued	Contractor Initials

Inspection and Acceptance of Completed Work	
Inspector Signature	DATE
Date work order inspected and accepted. This is to certify the work order has been completed.	

CLASS OF WORK

1. Priority Work

Priority work is defined as work that is required to correct a condition which is an immediate hazard to the public, or is designated by the Resident to be an immediate hazard of such severity that life and/or property are potentially endangered and first priority corrective action is required.

The location of guardrail and appurtenances to be repaired as priority work shall be determined by the Resident and may be required at any time between the starting date and the completion date.

2. Regular Work

Regular Work is defined as work that involves those situations where the amount or nature of damage does not pose an immediate hazard to the public. Work of this type shall generally be grouped by locations for efficiency of repair.

COMPLETION TIME FOR WORK ORDERS

The Contractor shall schedule his/her operations in order to complete a Priority Work Order within seven (7) calendar days after the date issued.

The Contractor shall schedule his/her operations in order to complete a Regular Work Order as soon as possible and in no case shall repair be delayed more than thirty (30) calendar days after the date issued.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES

Extreme care shall be exercised when driving posts since there are drainage structures, storm sewers, sign foundations, culverts, electrical and surveillance conduit, and other existing objects within the immediate work limits of this project. Operations are to be conducted in a manner, which will minimize damage to the surrounding area.

The Contractor shall be held responsible for any damage to existing structures resulting from his operations. The Contractor shall, at his own expense, restore the damaged structures to a condition equal to that existing before such damaged was done by repairing, rebuilding or replacing it as directed by the Resident. Where, in the opinion of the Resident, the Contractor through his operations has excessively damaged the surrounding area, the Contractor shall restore the surrounding area to a condition meeting the satisfaction of the Resident at his own expense.

No extra compensation will be allowed the Contractor for compliance with this requirement.

THE CONTRACTOR'S LIABILITY

The trees, shrubs and seeded areas on or adjacent to the work should be protected from unnecessary damage by the Contractor's operations in a manner satisfactory to the Resident. The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in the execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials. Such responsibilities shall not be released until the work has been completed and accepted in accordance with the requirements of these Special Provisions.

The Contractor shall repair damage to any property, public or private, to a condition equivalent to its original condition at no cost to the Department. This work shall be done according to the applicable sections of the Standard Specifications or to the satisfaction of the Resident.

PROTECTION FOR DAMAGED LOCATIONS

The Contractor shall be required to install and maintain barricades with flashing lights at priority locations that have not been repaired within (7) seven calendar days after the date of the issuance of the work order.

The Department will initially have barricades installed at the priority locations and the Contractor will have the option to assume the cost of these rented barricades after the (7) seven days referred to above or have the barricades replaced with others. If the Contractor fails to exercise either of the above options, he shall be liable to the Department in the amount of \$1.00 per barricade per day, not as a penalty but as liquidated damages.

REALIGNING POSTS

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

The work as described herein shall be included in the contract unit bid price for the pay items involved.

REMOVAL OR REPAIR OF GUARDRAIL

No guardrail shall be removed from State right-of-way under this contract unless each section to be removed is clearly marked for removal. A representative of the Department of Transportation will paint an "X" on each piece of guardrail to be removed. The type and quantity of each piece so marked will be listed on a work order. This work order, when issued to the Contractor by a State Representative, will be authorization for the removal or repair of the guardrail.

Material removed from State right-of-way will be disposed of by the Contractor outside the right-of-way limits at locations provided by him. None of this material shall be reused on this project. The removal, transportation and storage of material removed from the State right-of-way under this contract will not be paid for separately, but the cost thereof shall be included in the contract unit price for replacement items.

New material shall conform to the dimensions and shapes of the material to be replaced except as noted, and shall meet the requirements as specified under each item in these Special Provisions and on the plans. Damaged guardrail that has been removed shall be totally and completely replaced on the same day that it has been removed.

Any ground bituminous material adjacent to a concrete footing, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the Resident after the work has been completed. This restoration will not be paid for separately but shall be considered incidental to this item of work.

After the work is completed, the Contractor shall mark a rail element plate in the repair area using a paint stick with the work order number and date of repairs.

Immediately after the specified repairs have been made, all nut, bolts, washers, posts, rail elements and any other guardrail components, damaged or undamaged, which are to be scrapped, shall be completely removed from the State right-of-way. Failure to do so will be cause for rejection of work.

The Contractor shall install and maintain a minimum of two Type I or Type II Barricades with flashing warning lights for each direction of traffic per damaged location. Additional barricades will be required for each additional length of 25 feet of damaged guardrail per direction of traffic or as directed by the Resident.

The cost of furnishing, installing, maintaining and removal of the Type I or Type II Barricades will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

FINAL CLEAN UP

Final clean up shall conform to the requirements set forth in Article 104.06 of the Standard Specifications.

This will be required at each location where repair has been completed.

This work will not be paid for separately but shall be included in the contract unit bid price for the pay items involved.

CONTRACTOR CONTACTS

The Contractor shall furnish a cellular phone with service meeting the approval of the Resident. At the Contractor's option, the Contractor shall also provide the Resident with either a digital camera or Polaroid camera with film as need by the Engineer. The cost of the above items shall be included in the contract unit bid price for the pay items involved and no additional compensation will be allowed.

CLEARING

The Contractor is hereby informed and shall understand that at some locations of repairs shrubs, brush, weeds, and other vegetation may be encountered that must be removed in order to make the necessary repairs. The cleaning of shrubs, brush, weeds and other vegetation will not be paid for separately but shall be included in the contract unit bid price for the pay items involved. All work shall be done in a neat and workmanlike manner and to the satisfaction of the Resident.

GUARDRAIL BLOCKS

This work consists of removing and replacing existing damaged guardrail block-outs. This work shall be done as directed by the Resident and according to Sections 630 and 632 of the Standard Specifications, the detail in the plans, and this provision.

Replacement block-outs shall conform to the details and standards included in the plans.

Removal, furnishing, and installing of all bolts, nuts, washers and other hardware necessary to complete the work will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

This work shall be paid for at the contract unit price per each for GUARDRAIL BLOCKS, which price shall include all labor, equipment, and materials.

RAIL ELEMENT PLATES

This work consists of removing all sections of damaged rail element plates including all associated hardware, and furnishing and installing new guardrail elements including all necessary hardware at locations as directed by the Resident. This work shall be done as directed by the Resident and according to applicable sections of the Standard Specifications, the plans, and this provision.

Plates, nuts, bolts, washers and other hardware shall be galvanized and shall match the original and adjacent installation as to type and design.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the Resident. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

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

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

TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL AND TYPE 1 SPECIAL (FLARED)

This work shall consist of furnishing and installing a Traffic Barrier Terminal Type 1, Special and Type 1 Special (Flared) of the type specified by the Resident according to Section 631 of the Standard Specifications, the details in the plans, and this provision.

Delete all references to Type 1 terminal in Section 631 in the Standard Specifications.

All Terminals shall meet the testing criteria contained in the National Cooperative Highway Research Program (NCHRP) Report 350 and be approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminal section shall provide a minimum length of need of 11.4m (37.5 ft.).

Included in this item is the complete removal of an existing damaged or undamaged terminal section having a length of approximately fifty (50) feet, where the rail element is twisted 90 degrees, terminating at an end post flush with the ground. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Resident.

Also included in this item is the complete removal of an existing damaged or undamaged Traffic Barrier Terminal Type 1, Traffic Barrier Type 1A, Traffic Barrier Terminal Type 1, Special and any guardrail necessary to accommodate the new Traffic Barrier Terminal Type 1, Special. The Resident will make this determination and inform the Contractor prior to commencing repairs. All old posts shall be removed and the remaining holes shall be filled with sand or other suitable material approved by the Resident.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Resident. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This item shall also include the furnishing and installing of a Terminal Marker - Direct Applied which shall comply with the applicable portions of Section 725 of the Standard Specifications for Road and Bridge Construction. This work shall be included in the contract unit bid price for the pay items involved.

This work shall be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT) and for TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (FLARED), which price shall include all labor, equipment and material to satisfactorily complete the work as described herein.

RAIL ELEMENT PLATES (RADIUS)

This work consists of removing all sections of damaged rail element plates including all associated hardware, and furnishing and installing new guardrail curved elements including all necessary hardware at locations as directed by the Resident. This work shall be done as directed by the Resident and according to applicable sections of the Standard Specifications, the plans, and this provision.

Plates, nuts, bolts, washers and other hardware shall be galvanized and shall match the original and adjacent installation as to type and design.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the Resident. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be considered included in the contract unit bid price for the pay items involved.

The guardrail element plates will be factory fabricated to the radius of curvature necessary to match the existing guardrail configuration or as specified by the Resident.

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

If any portion of a standard 12'-6" rail element plate is factory fabricated to a radial shape the rail element plate shall be paid as one Radius Element Plate each.

This work shall be paid for at the contract unit price per each for RAIL ELEMENT PLATES (RADIUS) which price shall include realigning adjacent rail element plates and/or posts as specified by the Resident inclusive the element.

TRAFFIC BARRIER TERMINAL, TYPE 2 (SPECIAL)

This work consists of furnishing and installing a Traffic Barrier Terminal Type 2 at the locations as specified by the Resident in accordance with Section 631 of the Standard Specifications, the details in the plans, and this provision.

All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Resident.

Also included in this item is the complete removal of an existing damaged Traffic Barrier Terminal Type 2. The Resident will make this determination and inform the Contractor prior to commencing repairs.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Resident. Unbolting, bolting, adjusting, realigning, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This work shall be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE 2, (SPECIAL) which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

TRAFFIC BARRIER TERMINAL, TYPE 6, 6A & 6B (SPECIAL)

This work consists of furnishing and installing a Traffic Barrier Terminal Type 6, 6A and 6B at the locations as specified by the Resident in accordance with Section 631 of the Standard Specifications, the details in the plans, and this provision.

Also included in this item is the complete removal of an existing damaged or undamaged sub standard, Traffic Barrier Terminal Type 6, 6A and 6B. The Resident will make this determination and inform the Contractor prior to commencing repairs. All posts, rail element plates and related components of the existing terminal section, as well as any length of the guardrail types needed to accommodate the new Traffic Barrier Type 6, 6A and 6B shall be removed. Included in this item are all shims and blocks required by the Resident to facilitate proper attachment to structure walls.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the new traffic barrier terminal, as directed by the Resident. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This work will be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE 6 (SPECIAL), TRAFFIC BARRIER TERMINAL, TYPE 6A (SPECIAL) and TRAFFIC BARRIER TERMINAL, TYPE 6B (SPECIAL) which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

STEEL AND WOOD POSTS

Refer to Standard 630001. This work consists of removing a damaged guardrail post and erecting a new guardrail post at the same location. This work shall be done as directed by the Resident and according to Sections 630 and 632 of the Standard Specifications, the plans, and this provision.

The proposed guardrail post will match the existing and adjacent guardrail posts as to type, length, and design.

The replacement guardrail post shall conform to the length, size and type of the original installation of the steel plate beam guardrail.

Removal, furnishing, and installing of all bolts, nuts, washers and other hardware necessary to complete the work will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

This work shall be paid for at the contract unit price each for STEEL POSTS or WOOD POSTS which price shall include all labor, equipment, and material necessary to satisfactorily complete the work as described herein.

REMOVAL AND REINSTALL IMPACT ATTENUATORS

This work includes replacing sand module impact attenuators damaged by traffic at various locations. Impact attenuators shall be in accordance with Section 643 of the Standard Specifications for Road and Bridge Construction. Impact attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program *(NCHRP) Report 350 for Test Level 3 and shall be on the Department's approval list. The attenuators are installed on existing base pads located on various multi-lane highways throughout the district and region.

Work shall include removing and disposing of each damaged sand module impact attenuator and its contents off the right-of-way, cleaning up any remaining debris from the damaged attenuator, and replacing the damaged attenuator with one matching the kind/type of the remaining attenuators. Mixing sand module impact attenuators of different manufacturers at any one location shall not be permitted. The replacement modules(s) shall be filled with the designated weight of sand matching the number painted on the base pad or the weight shown in the plan detail.

Adjacent sand module impact attenuators that are not damaged, but have been shifted laterally from their original position shall be realigned or moved back to their original position, as directed by the Engineer.

This work shall be paid for at the contract unit price EACH for REMOVE AND REINSTALL IMPACT ATTENUATORS. Each individual replacement module, complete with the required hardware, filled with sand and properly installed, shall constitute one each. Realignment or moving adjacent undamaged modules back to their original positions shall not be paid for separately, but shall be considered included in the cost of replacement.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)

This work consists of removing and replacing all damaged components from the extruder head to 25' from the end of the extruder head at the locations as specified by the Resident in accordance with the Standard Specifications, the plans, and this provision.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to or within the traffic barrier terminal repaired, as directed by the Resident. Unbolting, bolting, adjusting, realigning, excavating, filling post holes or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This item shall also include the furnishing and installing of a Terminal Marker – Direct Applied, if needed, which shall comply with Section 725 of the Standard Specifications for Road and Bridge Construction. This work shall be included in the contract unit bid price for the pay items involved.

The entire 25 feet of guardrail shall be replaced when the existing guardrail is damaged. Replacement of the 25 feet of steel plate beam guardrail shall not be included in the measurement for payment but shall be considered included in the cost of the item. Also included in the cost of this item are cable assemblies, strut, soil tubes, and all other hardware, excluding the extruder head.

The existing extruder head will be reused and reattached to the Traffic Barrier Terminal if undamaged. This work is considered included in the cost of this pay item.

This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT), which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

When the extruder head is damaged, a new extruder head will be paid for separately as FURNISHING AND INSTALLING EXTRUDER HEAD. If more than 25' of the terminal is damaged the entire terminal should be replaced and paid for as a complete new installation. The R.E. will determine whether the unit is to be repaired or replaced.

EXTRUDER HEAD

This work consists of removal and replacement of a Traffic Barrier Terminal Type 1 Extruder Head as specified by the Resident in accordance with the Standard Specifications, the plans, and this provision.

This work will be used in conjunction with the pay item REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL.

This item shall also include the furnishing and installing of a Terminal Marker – Direct Applied, if needed, which shall comply with the Section 725 of the Standard Specifications for Road and Bridge Construction. This work shall be included in the contract unit bid price for the pay items involved.

This work will be paid for at the contract unit price per each for EXTRUDER HEAD, which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED)

This work consists of removing and replacing all damaged components from the extruder head of the terminal to 25' from the extruder head, up to and including the second post and the first 25 feet of rail element plate at the locations as specified by the Resident in accordance with the Standard Specifications, the plans, and this provision.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to or within the traffic barrier terminal repaired, as directed by the Resident. Unbolting, bolting, adjusting, realigning, excavating, filling post holes or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This item shall also include the furnishing and installing of a Terminal Marker - Direct Applied, if needed, which shall comply with the Section 725 of the Standard Specifications for Road and Bridge Construction. This work shall be included in the contract unit bid price for the pay items involved.

The entire 25 feet of guardrail shall be replaced when the existing guardrail is damaged. Replacement of the 25 feet of steel plate beam guardrail shall not be included in the measurement for payment but shall be considered included in the cost of this item. Also included in the cost of this item are cable assemblies, noses, strut, and all other hardware.

This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED) which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

When the extruder head is damaged, a new extruder head will be paid for separately as FURNISHING AND INSTALLING EXTRUDER HEAD. If more than 25' of the terminal is damaged the entire terminal should be replaced and paid for as a complete new installation. The R.E. will determine whether the unit is to be repaired or replaced.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 6, 6A & 6B

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminals Type 6, 6A and 6B at the locations as specified by the Resident in accordance with the applicable portions of the Standard Specifications, Standards 631031, 631032, and 631033, the plans, and this provision.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Resident. Unbolting, bolting, adjusting, realigning, excavating or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This work will be paid for at the contract unit price each for REPAIR TRAFFIC BARRIER TERMINAL, of the type specified, which price shall include all labor, equipment, and material necessary to satisfactorily complete the work as described herein.

STEEL POSTS ATTACHED TO STRUCTURE

Refer to Standard 630101. This work consists of removing a damaged guardrail post attached to a structure and erecting a new guardrail post attached to a structure at the same location. This work shall be done as directed by the Resident and according to Sections 630 and 632 of the Standard Specifications, the detail in the plans, and this provision.

The proposed and replacement guardrail post is to match the existing and adjacent guardrail posts as to type, length and design.

Removal, furnishing and installing of all bolts, nuts, washers and other hardware necessary to complete the work will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved.

This work shall be paid for at the contract unit price each for STEEL POSTS ATTACHED TO STRUCTURE.

STEEL POSTS (SPECIAL)

Refer to Standard 630001. This work consists of unbolting the rail elements, removing a guardrail post that could be set in concrete, and furnishing and setting a new guardrail post set in portland cement concrete. This work shall be done as directed by the Resident and according to Sections 630 and 632 of the Standard Specifications, the detail in the plans, and this provision.

Where existing damaged posts are set in concrete, the Contractor shall remove the damaged guardrail post and concrete. The Contractor shall set a new guardrail post of the same length as that removed in concrete on the same alignment and at the proper height to coincide with the adjacent and adjoining guardrail. New guardrail posts shall match the existing installation.

Where existing damaged posts are not set in concrete and are shorter than the length specified in the appropriate standard due to impervious material or underground utilities encountered, the new guardrail posts shall be set in concrete in accordance with the details as shown in Standard 630001, except that concrete should be substituted for aggregate, and at the proper height to coincide with the adjacent guardrail. New guardrail posts shall match the existing installation.

This work shall be paid for at the contract unit price each for STEEL POSTS (SPECIAL), which price shall include all labor, material and equipment to complete the work as specified.

REALIGNING POSTS

At the designated locations of steel plate beam guardrail repairs where the existing undamaged posts can be realigned and restored to the proper alignment without removing said posts from the ground, the posts shall be plumbed and realigned by a method which does not require the pulling of the posts out of the existing post holes.

The posts shall be straightened with their front faces on the line shown on the plans, or as ordered by the Engineer and with their top and bolt holes at the correct height so that the rail element plates bolted to them will be parallel to the surface of the shoulder.

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

CHAIN LINK FENCE (SPECIAL)

This work consists of furnishing and installing Chain Link Fence at the locations as specified by the Resident in accordance with Section 664 of the Standard Specifications, the details in the plans, and this provision.

Also included in this item is the complete removal of existing damaged Chain Link Fence, limits to be specified by the Resident.

This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE (SPECIAL) which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

GRADING

Miscellaneous grading in medians or on sideslopes required to fill any ruts and smooth the earth slopes disturbed by errant vehicles or vehicle recovery operations shall be paid for according to section 109.04 of the standard specifications. Any ruts or damage to the earth slopes caused by the contractor's operations shall be repaired at the contractor's expense.

HIGH TENSION CABLE MEDIAN BARRIER TERMINAL

This work consists of furnishing and installing a High Tension Cable Median Barrier Terminal at the locations as specified by the Resident.

Also included in this item is the complete removal of an existing damaged or undamaged sub standard, High Tension Cable Median Barrier Terminal. The Resident will make this determination and inform the Contractor prior to commencing repairs. All related components of the existing terminal section shall be removed.

The Contractor shall adjust and realign existing posts adjacent to the new traffic barrier terminal, as directed by the Resident. Any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This work will be paid for at the contract unit price each for HIGH TENSION CABLE MEDIAN BARRIER TERMINAL which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

REPAIRING OF HIGH TENSION CABLE MEDIAN BARRIER SYSTEMS

This item shall consist of repairing high tension cable median barrier system when damaged. A Gibraltar System is located on Interstate 57 in Williamson County and a Trinity System is located on Interstate 57 in Jefferson County.

Repair shall consist of removing and replacing damaged items to the existing system. The Contractor will be required to provide all new materials required for making repairs.

It shall be the contractor's responsibility to gain a working knowledge of both the Gibraltar and Trinity systems so that they may repair the system according to the manufacturers specifications.

CABLE

Measurement for payment shall be the distance between the closest two undamaged posts (one on each side of the impact area) or the distance between the High Tension Barrier Terminal / End Section and the closest undamaged post to the impact area.

The repair of damaged cable, using all new materials, along with required cable splice turnbuckles, shall be paid for at the contract unit price per foot as REPAIR HIGH TENSION CABLE (GIBRALTAR) or REPAIR HIGH TENSION CABLE (TRINITY).

In the event that no new cable will be required to complete the repairs the cost of the cable splice turnbuckles and all labor, equipment, and material necessary to make the repair will be paid for according to Article 109.04 of the standard specifications.

TERMINAL / END SECTION

This work consists of removing and replacing damaged components of the existing High Tension Cable Median Barrier Terminals at the locations as specified by the Resident in accordance with the applicable portions of the Standard Specifications, Standards 631011, 631026, 631031, the plans, and this provision.

When required by the Engineer, the Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired. Unbolting, bolting, adjusting, realigning, excavating or any other work necessary to accomplish the desired realignment shall be paid for according to Article 109.04 of the standard specifications.

The repair of the high tension terminal /end section and hardware, shall be paid for at the contract unit price EACH as REPAIR HIGH TENSION BARRIER TERMINAL (GIBRALTAR) or REPAIR HIGH TENSION CABLE SYSTEM END SECTION (TRINITY) which price shall include all labor, equipment, and material necessary to satisfactorily complete the work as described herein.

POSTS

All damaged posts shall be replaced with new posts. Work shall include the removal and proper disposal of the damaged posts then installing new post(s) as required. The replacement post shall conform to the length, size and type of the original installation of the post. If required, reflectors, meeting the manufacturer's specifications for the type of post being replaced, or as approved by the Engineer, shall also be included with the replaced post, at a spacing determined by the Engineer. This work shall be paid for at the contract unit price EACH as REMOVE AND REPLACE POSTS (GIBRALTAR) or REPAIR POSTS (TRINITY), which price

shall include checking and resetting the tension in the cable to match the manufacturer's specifications.

TRAFFIC BARRIER TERMINAL (C-A-T)

This work consists of furnishing and installing a Traffic Barrier Terminal (C-A-T) as detailed in the plans or an approved equivalent.

Also included in this item is the complete removal of the existing damaged traffic barrier to be replaced.

This work will be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL (C-A-T) which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described herein.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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 working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$

Where: TE = Duration of approved time extension in calendar days.
% = Percent maintenance for the traffic control, % (see table below).
CUP = Contract unit price for the traffic control pay item in place during the delay.
OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP 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: April 2, 2018

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 that 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 that 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 that, 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 that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that 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 required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

- The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, 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. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; 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.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that 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. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that 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 that 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 prime 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 subsection (c)(6) of 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 that the apparent successful 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 that it is otherwise eligible for award. If the Department determines that 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 shall include a statement of reasons for the 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 in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. 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 forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order 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 prime 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 submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (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, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that 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 DBE subcontracts to IDOT 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) That 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) That the DBE is aware that 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) That 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 prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime 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) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice 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 prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime 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 shall 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 thirty 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 that 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.

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

"701.11 Equipment Parking and Storage. During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.

(c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.

(d) Behind other man-made or natural barriers meeting the approval of the Engineer.”

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

“**701.16 Lights.** Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required
Daylight operations	None
First two warning signs on each approach to the work involving a nighttime lane closure and “ROUGH GROOVED SURFACE” (W8-I107) signs	Flashing mono-directional lights
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights
Channelizing devices for nighttime lane closures on two-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights
Devices in nighttime lane closure tapers	Steady burn mono-directional lights
Devices delineating a widening trench	None
Devices delineating patches at night on roadways with an ADT less than 25,000	None
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer.”

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

“**603.07 Protection Under Traffic.** After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours.”

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

“If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.”

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2017

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

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 701.20 of the Standard Specifications:

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

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

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

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

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

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

“This mobilization payment shall be made at least 14 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%”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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 Monday through Sunday 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.

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.