

19

June 17, 2022 Letting

Notice to Bidders, Specifications and Proposal



**Contract No. 64R59
Various Counties
Section D2 RRI 2022-1
Various Routes
District 2 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 17, 2022 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. 64R59
Various Counties
Section D2 RRI 2022-1
Various Routes
District 2 Construction Funds**

Traffic signal cabinet & controller upgrades at nine (9) railroad interconnected intersection: US 6 at Patriot Way (Annawan); US 20 EB Ramp at S. Appleton Road (Belvidere); IL 92118th Ave at IL 84119th St (Silvis); IL 9214th Ave at 15th, 17th, 19th, and 23rd Streets (Moline); IL 9211st Ave at 17th & 18th Streets (Rock Island).

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, adopted January 1, 2022”, 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 D RRI 2022-1, Various Counties, Contract No. 64R59 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is split into nine (9) separate locations in the following counties: Boone (1), Henry (1), and Rock Island (7) respectively. In Boone County the improvement is located at the intersection of US 20 (East Ramp) and South Appleton Road near Belvidere. In Henry County the improvement is located at US 6 & Patriot Way near Annawan, In Rock Island County the improvements are located at the intersections of IL 92/1st Ave at 17th & 18th Streets in Rock Island, IL 92/4th Ave at 15th, 17th, 19th, and 23rd Streets in Moline, and IL 92/18th Ave & IL 84/19th Street in Silvis.

DESCRIPTION OF PROJECT

This project includes traffic signal controller and cabinet upgrades at railroad interconnected intersections.

TRAFFIC CONTROL PLAN

Effective: January 14, 1999

Revised: January 13, 2017

Standards:

701001 701006 701101 701106 701301 701901

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

Any plates or direct applied sheeting used to alter signs shall have the same sheeting as the base sign.

No more than one kind of alteration shall be used to alter a sign.

Devices:

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

Traffic Signal Work: The existing traffic signal system shall remain in operation during the modernization work. The work shall be scheduled so that a minimum of two signal indications for each phase remains in operation. No signal indication shall be absent for more than seven calendar days.

The Contractor will be allowed to shut down the existing signal system not to exceed 8 hours to replace the existing controller and cabinet. During this shutdown, the intersection will operate as a 4-way "Stop".

Maintenance of Traffic: The traffic shall be maintained using Traffic Control and Protection Standards listed in this document as needed or directed by the Engineer.

The mainline shall be kept open to two-way traffic at all times unless directed by the Resident Engineer.

The Contractor shall notify the Boone, Henry, and Rock Island County Highway Department, corresponding Township Commissioner and/or city municipality for any road closures or openings a minimum of three (3) working days before any road closure/opening is to take place.

The Contractor shall maintain a maintenance of local traffic plan and provide it to the Engineer at the preconstruction meeting (if required) telling how local access will be maintained at each access location. It will show which locations will be completely closed. This traffic plan will need to be approved by the Engineer before the roadway is closed to traffic.

The Contractor shall have all lanes open unless prior approval is obtained from the Resident Engineer.

MODIFY EXISTING CONTROLLER AND CABINET

Description. Work under this pay item shall include all tools, materials, equipment, and labor necessary to complete installation of new equipment, make necessary modifications to the existing traffic signal controller, cabinet, peripheral equipment, and other hardware, wiring, cables etc. needed to bring the traffic control system into successful operation All work shall comply with applicable sections of the current IDOT Standard Specifications for Road & Bridge Construction, (i.e. 801, 857, 863, 895, 1073, and 1074), Special Provisions, Manufacturer requirements/recommendations, and Municipal requirements, as well as any other applicable requirements within the contract documents except as modified herein.

This work shall include furnishing a “Siemens” or “Econolite” brand fully actuated traffic signal controller of the same manufacturer currently in use for compatibility purposes as identified in these contract documents. The traffic signal controller shall have the capacity for FSK and Fiber Optic communication.

The traffic signal controller shall be the newest model and shall require the most current railroad software version approved by IDOT for use with railroad intersections supplied by the equipment supplier/vendor at the time of the traffic signal TURN-ON unless specified otherwise herein, on plans, or within the contract documents.

Railroad interconnected controllers and cabinets shall be assembled only by an approved traffic signal equipment supplier. All railroad interconnected (including temporary railroad interconnect) controllers shall be new, built, tested (shop and field), and approved by the controller equipment vendor and Engineer in the vendor's or supplier's facility prior to field installation.

This work shall also include furnishing a compatible Conflict Monitor Unit (CMU)/Malfunction Management Unit (MMU) of the same manufacturer currently in use at each respective intersection for compatibility purposes as identified in the contract documents. Included in this work shall be programming, testing (shop & field), troubleshooting, cabinet modifications, and installation necessary to bring the traffic signal system into operation to the satisfaction of the Engineer.

Furthermore, this work shall include furnishing, installation, testing, and placing into operation one (1) Uninterruptible Power Supply (UPS) of the brand recommended by the traffic signal controller manufacturer and installed to the satisfaction of the engineer. The UPS shall be the newest model compatible with the current system upgrades.

Also included in this work shall be all necessary materials, equipment, hardware, and cabinet modifications for the installation and proper functioning of FSK and Fiber Optic communication capacity within the cabinet.

Cabinet modifications for the installation of new equipment shall include shop testing, field testing under live traffic, relocation of existing hardware, wiring, other equipment within the existing cabinet in order to accommodate new equipment, hardware, wiring, etc. Upgrading/updating existing hardware, back panels, and other cabinet components to include pedestrian push buttons (if applicable) and associated wiring (if required) necessary to ensure all cabinet components and peripheral equipment function properly (i.e., controller, battery backup, video detection systems, CMU/MMU, etc.).

A minimum of three (3) sets of updated cabinet drawings reflecting current conditions and modifications made and shall be provided to the Engineer. Two sets of updated drawings shall be kept inside the cabinet and the third set given directly to the Engineer.

The vendor shall provide the technical equipment and assistance as required by the Engineer to fully program, test, troubleshoot, assist in installation & modification of new and existing equipment necessary to place the upgraded traffic signal system into operation to the satisfaction of the Engineer.

Applicable equipment testing (shop & field) and installation shall be completed in the presence of ICC (optional), IDOT (Scott Kullerstrand and/or Paul Drezen), and Railroad (optional) representatives for each intersection.

No cabinet shall be provided as part of this Special Provision.

A. US 20 (East Ramp) @ South Appleton Road/Daimler Drive.

- Disconnect and remove the existing traffic signal controller and CMU/MMU in a safe and efficient manner. Store items in a safe, dry, and secure location until all work is completed to the satisfaction of the Engineer.
- Modify existing cabinet hardware & wiring necessary for installation of new equipment to the satisfaction of the Engineer. All new equipment must be compatible with new and existing cabinet components.
- Furnish, install, test, and place into operation one (1) newest EDI MMU-16LE series model with EIA 232 port access. The MMU shall be fully compatible with the existing system.
- Furnish, install, test, and place into operation FSK and Fiber Optic communication capacity within the cabinet using necessary hardware, wiring, modifications, and other components and/or other equipment to the satisfaction of the Engineer.
- Upon successful operation of the traffic signal system and approval by the Engineer the Contractor shall coordinate the turn-over of the existing controller, CMU/MMU, and one (1) new spare traffic signal controller to the applicable municipal representative.
- All other debris no longer needed shall be disposed of by the Contractor off State right-of-way in accordance with local, state, and federal law and regulations.
- Coordinate delivery of said items referenced above with Mr. Dan Anderson @ (815) 378-2928 of the City of Belvidere. The cost of this work shall be included in this pay item.

B. US 6 @ Patriot Way.

- Disconnect and remove existing traffic signal controller, CMU/MMU, Uninterruptible Power Supply (UPS), and other necessary hardware that may be incompatible for use in the upgraded traffic signal system in a safe and efficient manner. Store items in a safe, dry, and secure location until all work is completed at the respective intersection.
- Modify the existing controller cabinet, hardware & wiring necessary for installation of new equipment to the satisfaction of the Engineer.

- Install, test, and place into operation one (1) “Econolite-Cobalt C, TYPE 2 (With A, B, C, and D connectors) RAILROAD, FULL ACTUATED CONTROLLER and one (1) identical SPARE RAILROAD, FULL-ACTUATED CONTROLLER (SPECIAL) both configured with Econolite robust Cobalt Touch software package meeting current ATC standards.
- Furnish, install, test, and place into operation one (1) newest EDI MMU-16LE series model with EIA 232 port access. MMU shall be fully compatible with the existing system to the satisfaction of the Engineer.
- Install, test, troubleshoot, and place into operation one (1) new 48V UNINTERRUPTIBLE POWER SUPPLY into the existing UPS cabinet as recommended by the traffic signal controller manufacturer to the satisfaction of the Engineer.
- The UPS shall provide a minimum of six hours of full run-time and be compatible with the traffic control system in place.
- Furnish, Install, test, and place into operation a Railroad Preemption interlock input with a test relay supplied by an approved vendor if one is not currently installed or the current interlock & test relay are considered obsolete.
- Upon successful operation of the traffic signal system and approved by the Engineer the Contractor shall coordinate the turn-over of the existing traffic signal controller, CMU/MMU, UPS, and one (1) new spare traffic signal controller to the applicable municipal representative.
- All other debris no longer needed shall be disposed of by the Contractor off State right-of-way in accordance with local, state, and federal law and regulations.
- Coordinate the delivery of said items referenced above with Mr. Mark Crosby @ (309) 935-6632. The cost of this work shall be included in this pay item.

C. IL 92 (1st Ave/18th Ave) @ IL 84 (19th ST).

- Description. This work shall include all labor, equipment, and materials necessary for the installation of one Siemens brand railroad full actuated controller, one Uninterruptable Power Supply to the satisfaction of the engineer and modify the existing cabinet as necessary to provide both FSK and Fiber Optic communication capacity.
- This work shall include furnishing one (1) “Siemens SPARE RAILROAD, FULL ACTUATED CONTROLLER (SPECIAL) compatible with current cabinet operations.
- Furnish, install, test (shop & field), and place into operation one (1) SIEMENS Linux based-M60 Series ATC Traffic Signal Controller with the most current SEPAC railroad software package to the satisfaction of the Engineer.
- The controller must have an open architecture platform with standard Linux operating system, MPC 8270 266 MHz processor, at least 512MB FLASH, 64MB DRAM, and 1MB SRAM. A power supply shall be included which can power the controllers SRAM during power failures.
- The traffic signal controller shall have single and multi-mode Fiber Optic capability as well as a minimum 1200 bps Frequency Shift Keying (FSK) modem.

- The controller shall be fully compliant with the ATC Standard 5.2b.
- Install, program, test, troubleshoot, and place into operation a new 48V UNINTERRUPTIBLE POWER SUPPLY sized appropriately for the intersection load to the satisfaction of the Engineer. The total system load shall not exceed the manufacturers specifications. Modify the traffic signal control cabinet, its hardware, wiring, and all other items necessary for this installation.
- The inverter/charger unit and power transfer relay shall be installed inside the external battery cabinet and the manually bypass switch shall be installed inside the traffic signal cabinet.
- The UPS cabinet shall be mounted in accordance with the manufacturer requirements and/or recommendations, applicable specifications, other requirements outlined in the contract documents and to the satisfaction of the Engineer.
- Furnish, install, test, and place into operation FSK and Fiber Optic communication capacity. This work shall any modifications made to the cabinet architecture, peripheral equipment, hardware, and wiring within the existing controller cabinet.

D. IL 92 (1st Ave) @ 17th Street, Rock Island.

- Description. This work shall include all labor, equipment, and materials necessary for the installation of an Iteris Vantage Edge 2 Video Detection System into the new Type IV traffic signal controller cabinet.
- Such work may include relocating hardware, wire adjustments, etc. to create space and necessary electrical-video component connections without conflicts occurring between cabinet hardware and video system components.
- This work specifically excludes the actual installation of the video detection system

E. IL 92 (1st Ave) @ 18th Street, Rock Island.

- Description. This work shall include all labor, equipment, and materials necessary for the installation of an Iteris Vantage Edge 2 Video Detection System into the new Type IV traffic signal controller cabinet.
- Such work may include relocating hardware, wire adjustments, etc. to create space and necessary electrical-video component connections without conflicts occurring between cabinet hardware and video system components.
- This work specifically excludes the actual installation of the video detection system.

Basis of Payment. This work will be paid for at the contract unit price per EACH location for MODIFY EXISTING CONTROLLER AND CABINET, which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

CONTROLLER, TRAFFIC SIGNAL

Description. This work shall include all tools, materials, equipment, and labor necessary for the furnishing, testing (shop & field), troubleshooting, installing, and placing into operation two (2) (Primary & Spare) FULL ACTUATED CONTROLLER into the existing cabinet to the satisfaction of the Engineer.

All work shall comply with applicable sections of the current IDOT Standard Specifications for Road & Bridge Construction, (801, 857, 863, 895, 1073, and 1074 etc.), Special Provisions, Manufacturer requirements/recommendations, and Municipal requirements, as well as any other applicable requirements within the contract documents except as modified herein.

The traffic signal controller shall be the newest model and shall require the most current SEPAC software version approved by IDOT supplied by the equipment supplier/vendor at the time of the traffic signal TURN-ON unless specified otherwise herein, on plans, or within the contract documents.

- Furnish, install, test, and place into operation two (2) FSK & Fiber Optic enabled/ready SIEMENS Linux based M60 series ATC FULL-ACTUATED CONTROLLERS (primary & spare) with the most current SEPAC software package to the satisfaction of the Engineer.
- The controller must have an open architecture platform with standard Linux operating system, MPC 8270 266 MHz processor, at least 512MB FLASH, 64MB DRAM, and 1MB SRAM. A power supply shall be included which can power the controllers SRAM during power failures.
- The traffic signal controller shall have single and multi-mode Fiber Optic capability as well as a minimum 1200 bps Frequency Shift Keying (FSK) modem.
- The controller shall be fully compliant with the ATC Standard 5.2b.
- The controllers shall be programmed identically.
- The Contractor shall store all salvaged items in a dry and secure location until such time that they are either delivered or picked up by the respective municipality.
- Coordinate delivery of said items referenced above with Mr. Dan Anderson @ (815) 378-2928 of the City of Belvidere. The cost of this work shall be included in this pay item.

Basis of Payment. This work will be paid for at the contract unit price per EACH for CONTROLLER, TRAFFIC SIGNAL, which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

REMOVE EXISTING TRAFFIC SIGNAL CONTROLLER AND CABINET

Description. This work shall include all tools, materials, equipment, and labor necessary to completely remove the existing traffic signal components, peripheral equipment and cabinet less what shall be identified for salvage herein.

All components and materials not identified for salvage or incorporated into new work shall become the property of the Contractor and shall be disposed of off State right-of-way in accordance with the contract documents, local, state, and federal regulations governing said operations and items.

The contractor shall leave the existing foundation in place and minimize damage during the removal operation.

The Contractor shall coordinate with the Municipal representative a minimum of two (2) working days prior to the start of the removal process in order to determine what items are to be salvaged and coordinate delivery or pickup times and locations.

The Contractor shall store all salvaged items in a dry and secure location until such time that they are either delivered or picked up by the respective municipality.

- IL 92 (1st Ave) @ 17th & 18th Streets: Coordinate delivery/pickup details with either Tim Kavanaugh (563) 524-3203 or Luke Van Landegen (309) 732-2261 from the city of Rock Island.
- IL 92 (4th Ave) @ 15th St, 17th St, 19th St, and 23rd St: Coordinate delivery/pickup details with Mr. Josh Whiting (309) 429-5153 from the city of Moline
- IL 92 (1st Ave/18th Ave) @ IL 84 (19th St): Coordinate delivery/pickup details with Mr. Eric Mclaughlin (309) 752-1773 (Office) and (309) 738-6048 from the city of East Moline.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE TRAFFIC SIGNAL CONTROLLER AND CABINET, which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

SPARE RAILROAD, FULL-ACTUATED CONTROLLER (SPECIAL)

Description. This work shall include providing one (1) Spare Railroad, Full Actuated Controller (Special) to all locations identified herein, in the project plans, and within the contract documents.

Locations are as follows:

<u>Location</u>	<u>Municipality</u>	<u>Req'd Controller Type</u>
US 6 @ Patriot Way	(Annawan)	Econolite-Cobalt C Type 2
IL 92 (1 st Ave/18 th Ave) @ IL 84 (19 th St)	(Silvis)	Siemens M-60 ATC
IL 92 (1 st Ave) @ 17 th St	(Rock Island)	Siemens M-60 ATC
IL 92 (1 st Ave) @ 18 th St	(Rock Island)	Siemens M-60 ATC
IL 92 (4 th Ave) @ 19 th St	(Moline)	Siemens M-60 ATC

Existing M60 Controllers currently located within the existing cabinet at the following intersections shall become the spare controller for that intersection. Intersections applicable are IL 92 (4th Ave) @: 15th St, 17th St, and 23rd St in Moline.

All work shall comply with applicable sections of the current IDOT Standard Specifications for Road & Bridge Construction, (i.e., 801, 857, 863, 895, 1073, and 1074), Special Provisions, Manufacturer requirements/recommendations, and Municipality requirements, as well as any other applicable requirements within the contract documents except as modified herein.

This work shall include furnishing one (1) Siemens Linux based-M60 Series ATC Railroad, Full Actuated Traffic Signal Controller as identified above unless otherwise specified herein.

The traffic signal controller shall be from the identical manufacturer, brand, model, and programmed as the controller specified in the special provision RAILROAD, FULL ACTUATED CONTROLLER AND CABINET TYPE IV (SPECIAL).

The traffic signal controller shall be capable of both FSK and Fiber Optic communication capacity.

The traffic signal controller shall be the newest model and shall require the most current railroad software version approved by IDOT for use with railroad intersections supplied by the equipment supplier/vendor at the time of the traffic signal TURN-ON unless specified otherwise on plans or within the contract documents.

The vendor shall provide the technical equipment and assistance as required by the Engineer to fully program, test, assist in installation & modification of new and existing equipment necessary to place the upgraded traffic signal system into operation to the satisfaction of the Engineer. Applicable equipment testing shall be completed in the presence of ICC, IDOT (Scott Kullerstrand & Paul Drezen), and Railroad (optional) representatives for each intersection in both shop and field installation.

No cabinet shall be provided as part of this Special Provision.

A. US 6 & Patriot Way:

- This work shall include furnishing one (1) "Econolite-Cobalt C, TYPE 2 (With A, B, C, and D connectors) FULL ACTUATED RAILROAD TRAFFIC SIGNAL CONTROLLERS configured with Econolite robust Cobalt Touch software package meeting current ATC standards.
- The controller shall come with a Datakey socket and a 3.3V 16MB Datakey or most current compatible 16MB datakey shall be provided.
- The controller shall be compatible with new & existing hardware.

Basis of Payment. This work will be paid for at the contract unit price per EACH for SPARE RAILROAD, FULL ACTUATED CONTROLLER, SPECIAL which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

RAILROAD, FULL ACTUATED CONTROLLER AND TYPE IV CABINET (SPECIAL)

Description. Work under this pay item shall include all tools, materials, equipment, and labor necessary for complete installation of new equipment into a new Type IV cabinet. Work shall include the programming, testing (shop & field), troubleshooting, installation, and successful operation of the traffic signal system to the satisfaction of the Engineer.

All work shall comply with applicable sections of the current IDOT Standard Specifications for Road & Bridge Construction, (i.e. 801, 857, 863, 895, 1073, and 1074), Special Provisions, project plans, Manufacturer requirements/recommendations, and Municipal requirements, as well as other applicable requirements contained within the contract documents.

Locations are as follows:

<u>Location</u>	<u>Municipality</u>	<u>Req'd Controller Type</u>
IL 92 (1 st Ave) @ 17 th St	(Rock Island)	Siemens M-60 ATC
IL 92 (1 st Ave) @ 18 th St	(Rock Island)	Siemens M-60 ATC
IL 92 (4 th Ave) @ 15 th St	(Moline)	Siemens M-60 ATC
IL 92 (4 th Ave) @ 17 th St	(Moline)	Siemens M-60 ATC
IL 92 (4 th Ave) @ 19 th St	(Moline)	Siemens M-60 ATC
IL 92 (4 th Ave) @ 23rd St	(Moline)	Siemens M-60 ATC

- Furnish, install, test (shop & field), and place into operation one (1) SIEMENS Linux based-M60 Series ATC Traffic Signal Controller (Primary) with the most current SEPAC railroad software package AND its identical spare traffic signal controller to the satisfaction of the Engineer.
- The controller must have an open architecture platform with standard Linux operating system, MPC 8270 266 MHz processor, at least 512MB FLASH, 64MB DRAM, and 1MB SRAM. A power supply shall be included which can power the controllers SRAM during power failures.
- The traffic signal controller shall have single and multi-mode Fiber Optic capability as well as a minimum 1200 bps Frequency Shift Keying (FSK) modem.
- The controller shall be fully compliant with the ATC Standard 5.2b.
- The traffic signal controller shall be capable of both FSK and Fiber Optic communication.
- The Traffic Signal Controller shall meet the requirements of the NEMA TS-2 standards for a Type 2 controller.
- The traffic signal controller shall be the newest model and shall require the most current SEPAC railroad software version approved by IDOT for use with railroad intersections supplied by the equipment supplier/vendor at the time of the traffic signal TURN-ON unless specified otherwise on plans or within the contract documents.
- Railroad interconnected controllers and cabinets shall be assembled only by an approved traffic signal equipment supplier. All railroad interconnected (including temporary railroad interconnect) controllers shall be new, built, tested (shop and field),

and approved by the controller equipment vendor and Engineer in the vendor's or supplier's facility prior to field installation.

- The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment. Applicable equipment testing shall be completed in the presence of ICC (optional), IDOT (Scott Kullerstrand and Paul Drezen), and railroad (optional) representatives.
- Work shall also include furnishing, programming, testing, troubleshooting, and installing one (1) EDI MMU 16LE series Malfunction Management Unit (MMU) into the new traffic signal cabinet. The MMU shall be the newest model and compatible with the new traffic signal controller, cabinet, and peripheral equipment.

Upon acceptance of both controllers by the Engineer coordinate delivery of Spare Railroad, Full-Actuated Controller to the applicable Municipal representative.

Materials. Add the following to Article 857.02 Materials of the current Standard Specifications:

CONTROLLER CABINET.

- If the existing bolts used to secure the cabinet to the foundation are missing, damaged, rusted to the point that they are no longer capable of securing the new cabinet down the Contractor shall work with the cabinet supplier and Engineer to determine best resolution.
- The controller cabinet shall be new, fully equipped with all necessary components and peripheral equipment required for successful operation once the new traffic signal controller, MMU, and Uninterruptable Power Supply (UPS) are installed and programmed.
- The controller cabinet shall come with all necessary hardware, wiring, and components installed to support both FSK and Fiber Optic communication capacity.
- The controller cabinet shall fit on top of the existing Type "D" foundations (48" x 30").
- The controller cabinet shall be equipped with a fully functioning Railroad Test B input and momentary switch.
- The controller cabinet shall come with all necessary hardware, wiring, and peripheral controls installed to support one Uninterruptable Power Supply (UPS).
- Existing conduit, wires, and cables necessary for proper operation of the traffic signal system shall be reattached to the new cabinet. The cabinet shall be completely operational upon installation of the new traffic signal controller, MMU, and any video detection capacity.
- The new cabinets located at the following two locations shall be designed and built to accommodate the reinstallation of the existing Iteris Vantage Edge 2 CPU, video monitor, and all other video system components salvaged from the original cabinet.
 - IL 92 (1st Ave) @ 17th Street, Rock Island
 - IL 92 (1st Ave) @ 18th Street, Rock Island

- The controller, CMU/MMU and video monitor/flat screen shall be a minimum of 30 inches from top of the cabinet but must be easily accessible for repair and or replacement.
- The police door compartment shall contain a manual control cord from which the signals may be operated manually. The inside door toggle switches shall be protected from accidental contact by vertical metal slats. The slats shall extend beyond the switches in a manner similar to the terminals on the back panel.
- A plastic plans holder shall be installed on the cabinet door. The holder shall be at least 11 inches high and 17 inches wide, shall open from the side, and shall not interfere with the filter. The holder shall have a means of closing the side opening to prevent water from entering.
- A Plexiglas cover, or other high strength transparent nonconductive cover, shall be installed over, and completely cover the power panel. The cover shall completely shield the service wires, and circuit breaker wires from accidental contact.
- A Plexiglas cover, or other high strength transparent nonconductive cover, shall be installed over, and completely cover, the power terminals for the thermostatically controlled exhaust fan. The exhaust fans thermostat shall be of the knob type capable of adjustment by hand without tools. The thermostat and terminals shall be mounted on the left or right side of the controller cabinet.
- All harness wiring of connectors A, B, C, and D shall be factory installed so that an additional phase may be added to the existing phasing by the addition of a load switch and the proper conflict monitor card pinning.
- A thermostatically controlled electric fan heater shall be installed inside the cabinet where its location is both easily accessible and does not interfere with any other cabinet components. The heating performance shall be rated for 200-Watt, 115 VAC, and 10 AMP circuit breaker. The functional range shall be 103 – 127 VAC and an operating temperature range of -20 to +70 F, with panel type mount.

j) TRANSFER SWITCH

The traffic signal cabinet shall be equipped with a transfer switch on the outside of the cabinet no more than 24-inches below the top of the cabinet, for the use of an emergency generator to power the signals in case of a signal blackout. The transfer switch shall be in accordance with the current edition of the National Electric Code to prevent feeding back into the utility source.

The transfer switch shall be rated for 20 amps at 125 volt with a jumper cord for transitioning from the twist-lock plug in the transfer switch to the standard 120 volt plug for the generator.

A circuit breaker-based switch shall be required to have overload protection in accordance with the current edition of the National Electric Code/NFPA70.

The housing shall be no less than a heavy duty 12-gauge rust and corrosion resistant

material. Its surface shall be smooth, free of marks, scratches, and provide an unpainted aluminum finish.

The housing shall be equipped with a sliding interlock to prevent the generator and the utility from feeding at the same time.

The switch shall be tamper resistant with a #2 key lock system.

The transfer switch shall come with a 2-year warranty.

Add the following to Article 1074.03 (a) (1):

The Controller cabinet shall be the NEMA Type IV cabinet with an external Uninterruptable Power Supply (UPS), FSK and Fiber Optic communication capable, and one (1) emergency generator hookup with transfer switch.

Add the following to Article 1074.03 of the Standard Specifications:

- (a)(2c) Revise "Standard furnace filter" to read "high quality deluxe pleated filter".
- (a)(3d) Cabinets – All external hardware shall be stainless steel. All exposed rivets on the outside of the cabinet shall either be stainless steel or aluminum to prevent oxidation.
- (a)(5c) An additional two (2) grounded three wire, 15A, 120V, ground fault interrupter duplex outlets shall be provided and mounted inside the cabinet above the cabinet power supply in an enclosed metal junction box.
- (a)(5d) Modify to include "Switch Guards – All switches shall be guarded."
- (a)(5f) Lighting – One (1) LED Panel shall be placed inside the cabinet top panel and one (1) LED Panel shall be placed beneath the controller support shelf in order to illuminate the back panel and incoming wire connections near the bottom of the cabinet. The LED Panels shall be controlled through a single automatic cabinet door switch. The LED Panels shall be provided from an approved vendor. The traffic signal cabinet shall be equipped with a conventional light bulb socket receptacle and 60-watt bulb on a manual on/off switch.
- (a)(6) Cabinets shall be of a NEMA TS2 design. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.
- (b)(6) BIU – shall be secured by mechanical means.
- (b)(7) Transfer Relays – Solid state or mechanical flash relays are acceptable.
- (b)(8) Heating – One (1) 200-watt, 115 VAC thermostatically-controlled, electric heater.
- (b)(9) Detector Racks – Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channels (16) of vehicular operation.
- (b)(10) Field Wiring Termination – Approved compression lugs are required.
- (b)(11) Power Panel – Provide a Plexi-Glass cover or other high strength transparent nonconductive shield.
- (b)(12) Thermostatically controlled exhaust fan – Provide a Plexi-Glass cover or other high strength transparent nonconductive cover.
- (b)(13) Circuit Breaker – The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- (b)(14) Police Door – Provide wiring and termination for plug-in manual phase advance switch.
- (b)(15) Railroad Pre-Emption Test Switch – Provide and install a Railroad Preemption Test B input, including a momentary test switch.

- (b)(16) A self-adhering phasing diagram shall be placed on the inside of the cabinet door.
- (b)(17) A generator factory outlet in an enclosed door with a transfer switch shall be provided for the Uninterruptable power supply.
- (b)(18) The traffic signal cabinet shall be equipped with a TS-2 sixteen-load switch back panel to accommodate future expansion.
- (b)(19) The cabinet shall be equipped with all components necessary to provide for a complete and functional FSK and Fiber Optic telemetry.

Installation. This item requires that a factory representative capable of ensuring that the controller and cabinet are operating to the satisfaction of the Engineer shall be present at the turn on of the controller and shall remain until the intersection is operating to the satisfaction of the Engineer. Should a defect appear in the controller or cabinet operation, the representative shall return as often as necessary until all defects are repaired.

At the preconstruction meeting, the Contractor shall provide the names and phone numbers of two technicians who would be able to respond to controller malfunctions that occur within the 30-day acceptance period after the controller is turned on.

Upon acceptance by the Engineer, the Contractor shall coordinate with the municipal representative for delivery/pickup of said items listed below.

- IL 92 (1st Ave) @ 17th & 18th Streets: Coordinate delivery/pickup details with either Tim Kavanaugh (563) 524-3203 or Luke Van Landegen (309) 732-2261 from the city of Rock Island.
- IL 92 (4th Ave) @ 15th St, 17th St, 19th St, and 23rd St: Coordinate delivery/pickup details with Mr. Josh Whiting (309) 429-5153 from the city of Moline
- IL 92 (1st Ave/18th Ave) @ IL 84 (19th St): Coordinate delivery/pickup details with Mr. Eric Mclaughlin (XXX) XXX-XXXX from the city of East Moline.
- All work directly related to the physical relocation, reinstallation, and recommission of existing video detection system will be paid for at the contract unit price EACH for REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT.

Basis of Payment. This work will be paid for at the contract unit price EACH for RAILROAD, FULL-ACTUATED CONTROLLER AND TYPE IV CABINET (SPECIAL) which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT

Description. Work under this pay item shall include all tools, materials, equipment, and labor necessary to successfully remove all components, hardware, and other applicable items of the existing Iteris Vantage Edge 2 video detection system within the existing controller cabinet and reinstall into the new traffic signal controller cabinet, test, troubleshoot, and place into operation to the satisfaction of the Engineer.

The existing video detection camera shall not be removed but shall remain in place.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL

Description. Work under this pay item shall include furnishing, installing, testing, troubleshooting, and placing into operation an Uninterruptable Power Supply (UPS) and UPS cabinet at all locations identified herein, in the project plans, and within the contract documents.

All installations shall meet the requirements of the details included in the plans and applicable requirements within the contract documents as they apply.

The UPS shall provide a minimum of six hours of full run-time and be compatible with the traffic control system in place.

Basis of Payment. This work will be paid for at the contract unit price per EACH for UNINTERRUPTIBLE POWER SUPPLY AND CABINET, SPECIAL which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

UNINTERRUPTABLE POWER SUPPLY, SPECIAL

Description. This work shall consist of furnishing one (1) Uninterruptable Power Supply (UPS), SPECIAL at the intersection of U.S. ROUTE 6 @ PATRIOT WAY.

The UPS shall provide a minimum of six hours of full run-time and be compatible with the traffic control system in place.

Batteries

Basis of Payment. This work will be paid for at the contract unit price per EACH for UNINTERRUPTIBLE POWER SUPPLY, SPECIAL which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

TRAFFIC CONTROL AND PROTECTION, SPECIAL

Description. This work shall consist of furnishing, installing, and maintaining all traffic control devices necessary for a safe operation.

All Traffic Control coordination, setup, maintenance, and removal required in execution of this contract shall be considered work under this Special Provision and shall not be paid for individually or separately.

When a railroad grade crossing exists either within or in the vicinity of a temporary traffic control zone, lane restrictions, or other operations, work shall not be performed in a manner that would cause highway vehicles to stop on the railroad or LRT tracks.

When traffic signal controllers are tested it is the Contractors responsibility to ensure the traffic is minimally impacted and safely processed through the intersections, construction zones, etc. Uniformed law enforcement officer shall be provided at the grade crossing as necessary to ensure safe travel through the area and to minimize the possibility of vehicles stopping on the tracks, even if automatic warning devices are in place.

It is the responsibility of the Contractor to perform all work in a safe and orderly fashion. Contractor vehicles shall not be allowed to remain stationary on a two-lane, two-way intersection. In such cases the Contractor shall drop off all required materials and necessary tools at the respective intersection and park vehicles off the public right-of-way unless a shoulder of sufficient width is available.

Flaggers are only required if the Contractor is unable to maintain a safe work zone without impediments to the safety of workers, pedestrians, bicyclist, and the motoring public.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, SPECIAL which price shall include payment in full for all labor, equipment, and materials necessary to perform this work.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department’s efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision.”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise

(DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at: <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other

factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4)
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

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

for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

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

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **25** working days.

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.