

175

June 17, 2022 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 46595
Various Counties
Section D 1 HT PVMNT MRK RPR 23-05
Various Routes
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. 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. 46595
Various Counties
Section D 1 HT PVMNT MRK RPR 23-05
Various Routes
District 1 Construction Funds**

This work shall consist of placing various widths of thermoplastic, preform plastic, hot spray thermoplastic and modified urethane pavement marking lines, letters and symbols and the removal of existing pavement markings and the installation of grooved pavement markings within the limits specified on each individual work order.

- 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 1 HT PVMNT MRK RPR 23-05, Various Counties, Contract No.46595 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes
Section D 1 HT PVMNT MRK RPR 23-05
Various Counties
Contract No.46595

LOCATION OF IMPROVEMENT

The work to be done under this contract will be performed on various arterial routes throughout District 1 and as directed by the Engineer.

DESCRIPTION OF IMPROVEMENTS

The work to be accomplished under this contract shall include consist of placing various widths of thermoplastic, preform plastic, hot spray thermoplastic and modified urethane pavement marking lines, letters and symbols and the removal of existing pavement markings and the installation of grooved pavement markings within the limits specified on each individual work order. **Traffic Control and Protection will not be paid for separately but will be included in the cost of the various pay items.**

COMPLETION DATE

All work on this contract shall be completed on or before **November 30, 2024**. Should the Contractor fail to complete all work by **November 30, 2024**, the Contractor shall be liable in accordance with Article 108.09 with of the Standard Specifications.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

Traffic Control Cost shall be included in the pavement marking pay item for which is used.

Standards: - 701311, 701426, 701501, 701601, 701606, 701701 and 701901

Additional traffic control and hour restrictions for closures may have to be imposed to facilitate the flow of traffic on certain sections of highways.

Conformance to these traffic control and protection standards will not be paid for as a separate item, but will be considered included with the various contract items.

WORK ORDERS

No work of any kind is to be performed by the Contractor, unless a work order authorizing the work has been issued by the Engineer. A work order will show the date of issue, job number, location, code number(s), pay item(s), and quantity of such pay item. Only the amount of replacement or repairs shown on the work order is to be done by the contractor. If at the time work is being done it appears that additional work is needed, a revised work order must be obtained. The Contractor shall notify the Engineer at least 72 hours before beginning any work in the field and shall obtain permission to begin such work.

Each work order may involve several locations within the district. Some work orders may require the Contractor to perform work during hours of darkness.

The Contractor shall complete all work on a work order within 45 days after the date of issue of the work order excluding Saturday, Sundays and holidays; unless otherwise extended in the work order or agreed to in writing between the Contractor and the Engineer.

FAILURE TO COMPLETE A WORK ORDER ON TIME

Should the Contractor fail to complete a work order on time, or such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department, not as a penalty but as liquidated damages in the amount of to \$75.00 calendar day of overrun per work order, rather than the amount indicated in Article 108.09, of the "Standard Specifications for Road and Bridge Construction."

A calendar day shall be defined as any day on the calendar. No calendar day will be counted under the following conditions:

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

QUANTITIES

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

FINAL CLEAN UP

The Contractor shall be responsible for cleaning up the debris generated from the removal of existing pavement markings, to the satisfaction of the Engineer, before placing the new markings. This work may be completed by a vacuum system. The Contractor shall dispose of the collected debris outside of the State right-of-way in such a manner public or private property will not be damaged or endangered. Each time the Contractor accomplishes work at any location, they will be required to clean up the work area before payment for that work will be made. All costs due to compliance with this Special Provision shall be included in the contract and no additional compensation shall be allowed.

FINAL INSPECTION AND PAYMENT

No payment will be made for a work order, until it is completed and inspected and approved by the Engineer.

45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING

Effective: February 28, 1994

Revised: December 18, 2012

This work shall consist of furnishing and applying spray thermoplastic pavement marking lines, sizes and colors as shown on the plans. The material shall be a mixture of resins and other materials providing an essentially nonvolatile thermoplastic compound especially developed for traffic markings. Spray thermoplastic pavement markings shall be applied only by contractors on the list of Approved Spray Thermoplastic Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Ingredient Materials:

- (a) Binder. The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature. The total binder content of the thermoplastic compound shall be well distributed throughout the compound. The binder shall be free from all foreign objects or ingredients that would cause bleeding, staining or discoloration. The binder shall be 25 percent minimum by weight of the thermoplastic compound. The binder shall be characterized by an "IR Spectra". Future shipments of binder will be checked by an "IR Spectra" to verify that the binder has not been changed.
- (b) Pigment. The pigment used for the white thermoplastic compound shall be a highgrade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall not be less than 10 percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall be heat resistant, and color-fast yellows, golds and oranges, which shall produce a compound meeting the requirements of the current Federal Highway Color Tolerance Chart, PR Color No. 1. The medium chrome yellow pigment content shall be not less than 4 percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

- (c) Filler: The filler to be incorporated with the resins as a binder shall be a white calcium carbonate, silica, or an approved substitute. Any filler, which is insoluble in 6N hydrochloric acid, shall be of such particle size as to pass a No. 100 (150 µm) sieve.
- (d) Glass Beads.

(1) Scope:

This specification covers glass beads to be used for reflectorizing pavement marking lines.

Type A – uncoated

Type B - moisture resistant, silicone coated

Type A shall be used as intermix beads with thermoplastic pavement marking materials. They shall be uniformly mixed throughout the material at the rate of not less than 25 percent by weight (retained on the No. 100 (150 µm) sieve) of thermoplastic compound. Type B shall be used as drop-on beads with thermoplastic pavement marking materials and shall be applied uniformly at a minimum rate of 6 pounds per 100 square feet (2.9 kilograms per 10 square meters).

(2) Properties:

The glass beads furnished under this specification shall consist essentially of transparent, water-white glass particles of a spherical shape. They shall be manufactured from a glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering. The glass beads shall conform to the following requirements:

- (a) Sieve Analysis. The glass beads shall meet the following sieve requirements:

Total Percent (By Weight)	
<u>Sieve Size</u>	<u>Passing</u>
No. 20 (850 µm)	100
No. 30 (600 µm)	75 - 100
No. 50 (300 µm)	15 - 40
No. 100 (150 µm)	0 - 5
No. 200 (75 µm)	0 - 1

- (b) Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain not more than 20 percent by weight of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
- (c) Index of Refraction. The index of refraction of the glass beads shall be not less than 1.50 when tested by the immersion method at 77 °F (25 °C).
- (d) Silica Content. The glass beads shall contain not less than 65 percent silica (SiO₂).
- (e) Chemical Stability. Glass beads which show a tendency toward decomposition, including surface etching, when exposed to paint or thermoplastic constituents will be rejected. The glass beads shall be tested by Federal Specification TT-B-1325B, Section 4.3.9 (water resistance) and evaluated for compliance with Section 3.2.9, with the following exceptions:

The size of the sample to be tested shall be 25 grams and the reflux time shall be 5 hours.

- (f) Flowing Properties. The glass beads shall flow uniformly through dispensing equipment in atmospheric humidity up to 94%.

Intermix beads shall pass the following test: One hundred grams of glass beads, spread evenly and thinly in a suitable container, shall be conditioned at 77 °F (25 °C) for 4 hours over a solution of sulfuric acid (Sp. Gr. 1.10) in a closed desiccator. After 4 hours, the glass beads shall flow readily through a clean glass analytical funnel, 60°, 75 mm diameter and 105 mm stem. Inside diameter of the stem shall be a nominal 1/4 inch (6.35 mm).

The drop-on beads shall have a silicone, moisture resistant coating and pass the following test: One hundred grams of beads are placed in a 600 ml beaker and an equivalent volume of distilled water shall be added to the beaker. The beaker will then stand for 5 minutes, at the end of which time the water shall be carefully poured off and the beads transferred to a clean dry beaker and allowed to stand for 5 minutes. The beads will then be poured slowly into a standard glass funnel (Corning 6120), 127 mm diameter, 102 mm stem length and 11 mm stem inside diameter.

The beads shall flow through the funnel stem without stoppage. Slight initial agitation to start the flow through the funnel at the beginning of the test is permissible.

- (g) Packaging. The Type B glass beads shall be delivered in approved moisture proof bags consisting of a least five-ply paper construction unless otherwise specified. Each bag shall contain 50 pounds (22.7 kg) net, and shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged.

Thermoplastic Compound:

(a) Characteristic Requirements:

- (1) In the plastic state, the material shall not give off fumes that are toxic or otherwise injurious to persons or property. The manufacturer shall provide material safety data sheets for the product.
- (2) The temperature versus viscosity characteristic of the plastic material shall remain constant and the material shall not deteriorate in any manner during reheating processes.

- (3) There shall be no obvious change in color of the material as a result of repeated heating or from batch to batch. The maximum elapsed time after application after which normal traffic will leave no impression or imprint on the new stripe shall be 30 seconds when the air and road surface temperature is approximately 70 ± 3 °F (21 ± 2 °C). After application and proper drying, the material shall show no appreciable deformation or discoloration, shall remain free from tack, and shall not lift from the pavement under normal traffic conditions within a road temperature range of -20 to 150 °F (-28.9 to 65.6 °C). The stripe shall maintain its original dimensions and placement.

Cold ductility of the material shall be such as to permit normal dimensional distortion as a result of traffic impact within the temperature range specified.

- (4) The material shall provide a stripe that has a uniform thickness throughout its cross section and has the density and character to provide a sharp edge of the line.
- (5) The thermoplastic compound after heating for 4 hours \pm 5 min. at 375 ± 3 °F (190.6 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45° circumferential / 0° geometry, illuminant C, and 2° observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance, 75 percent minimum

*Yellow: Daylight Reflectance, 45 percent minimum

*Shall match Federal Highway Color Tolerance Chart, PR Color No. 1.

- (6) Specific Gravity - the specific gravity of the thermoplastic material shall not exceed 2.15.
- (7) Softening Point - After heating the thermoplastic material for 4 hours \pm 5 min. at 375 ± 3 °F (190.6 ± 2 °C) and testing in accordance with ASTM E28, the material shall have a minimum softening point of 180 °F (82.2 °C) as measured by the ring and ball method.
- (8) Tensile Bond Strength - After heating the thermoplastic material for 4 hours \pm 5 min. at 375 °F (190.6 °C), the tensile bond strength to unprimed, sandblasted portland cement concrete block, 0.0625 inch (1.587 mm) thick film drawn-down 375 °F (190.6 °C), tested at 75 ± 2 °F (23.9 ± 1 °C) shall exceed 180 psi (1.24 Mpa) when tested in accordance with ASTM D4796-88.

- (9) Impact Resistance - After heating the thermoplastic material for 4 hours \pm 5 min at 375 ± 3 °F (190.6 ± 2 °C) the impact resistance shall be a minimum of 50 inch pounds (0.576 kilogram meters) with no cracks or bond loss when 0.0625 inch (1.587 mm) thick film drawdown is made at 375 °F (190.6 °C) on an unprimed sandblasted Portland cement concrete block, male indenter 5/8 inch (15.875 mm), no female Die, tested at 75 ± 2 °F (23.9 ± 1 °C) when tested in accordance with ASTM D2794 minimum.
- (10) Yellowness Index - The white thermoplastic material shall not exceed a yellowness index of 12 when tested in accordance with ASTM D1925.

(b) Identification

Each package of material shall be stenciled with the manufacturer's name, the type of material and IDOT specification number, the month and year the material was packaged and lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential with Lot 1. The letters and numbers used in the stencils shall be a minimum of 1/2 inch (12.7 mm) in height.

(c) Packaging

The thermoplastic material shall be packaged in suitable containers that will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 lbs (22.7 kg). Each container shall designate the color, binder (alkyd or hydrocarbon), spray and user information. The label shall warn the user that the material shall be heated in the range of 350 – 400 °F (177 – 204 °C).

(d) Storage Life

The material shall meet the requirements of this specification for a period of one year. The thermoplastic must also melt uniformly with no evidence of skins or unmelted particles for this one-year period. The manufacturer shall replace any material that does not meet the above requirements.

Sampling and Testing:

- (a) Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing and Materials, and revisions thereof, in effect on the date of invitation for bids, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway Transportation Officials, or the Federal Government, or of other recognized standardizing agencies shall be used.

(b) The right is reserved to inspect the material either at the place of manufacture or at the destination or at both places. If inspected at the place of manufacture, the manufacturer shall furnish such facilities as may be required for collecting and forwarding samples, and shall also furnish facilities for testing the material during the process of manufacture, if required. Tests will be made by and at the expense of the Department. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and Physical Research. All material samples shall be submitted to the Engineer of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations. Random check samples may be taken at the job site at the discretion of the Engineer.

(c) The Engineer will test and approve the basic ingredients.

(d) The sample(s) shall be labeled with the lot number, date, quantity and any other pertinent information. Samples shall be submitted in the following manner:

(1) Ingredient Materials:

(a) Glass beads: At least three randomly selected bags or containers shall be obtained from each lot or shipment of glass beads. The content of each bag or container shall be passed through a large Riffle Sampler, thus splitting the material down until a representative 1-quart (1-liter) sample is obtained. The sample from each container shall be submitted for testing.

(b) Binder: One pint (0.5 liter).

(c) Pigments: One pint (0.5 liter).

(d) Filler: One pint (0.5 liter).

(2) Thermoplastic:

At least three randomly selected containers shall be obtained from each lot. A 10 pound (4.5 kg) composite sample of the three containers shall be submitted for testing and acceptance. The lot size shall be approximately 44,000 pounds (20,000 kg) unless the total order is less than this amount.

Manufacturer's Responsibility:

(a) The manufacturer shall perform tests on a minimum of one sample per 10,000 pounds (4,500 kg) of thermoplastic produced. Minimum tests required shall be a softening point determination and color. Manufacturer's test results shall be submitted along with the thermoplastic sample to the Bureau of Materials and Physical Research.

(b) The manufacturer shall retain the test sample for a minimum period of 18 months.

- (c) The manufacturer shall furnish the Bureau of Materials and Physical Research with copies of bills of lading for all material inspected. Bills of lading shall indicate the consignee and destination, date of shipment, lot numbers, quantity, type of material, name and location of source.

Material Acceptance:

Final acceptance of a particular lot of thermoplastic will be based on the following:

- (a) Compliance of ingredient materials with the specifications.
- (b) Compliance of thermoplastic material with the specifications.
- (c) Manufacturer's test results for each lot of thermoplastic have been received.
- (d) Identification requirements are satisfactory.

Notification: The Contractor shall notify the Engineer 72 hours prior to the placement of the thermoplastic markings in order that an inspector can be present during the operation. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of thermoplastic and glass beads that he intends to use. The Engineer will ensure that the approved lot numbers appear on the material package. Failure to comply with this provision may be cause for rejection.

Installation Requirements:

- (a) Before applying thermoplastic, the crack sealant shall be fully cured and hardened and the Contractor shall remove any dirt, glaze, grease, or any other material that would reduce the adhesion of the thermoplastic to the pavement.
- (b) This thermoplastic material shall be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place. The contractor shall remove all existing material that might cause premature failure of the new material.
- (c) The thermoplastic material shall be installed in a molten state by the spray method at a minimum temperature of 350 °F (177 °C) and a maximum temperature of 400 °F (204 °C). Scorching or discoloration of material shall be cause for rejection by the Engineer. The machinery shall be constructed so that all mixing and conveying parts, up to and including the spray gun maintain the material in the molten state.
- (d) Thermoplastic pavement marking materials shall not be applied by the spray method when air and pavement surface temperatures are below 50 °F (10 °C) or when the surface of the pavement contains any evidence of moisture.

- (e) Unless directed by the Engineer, lines shall not be laid directly over a longitudinal crack or joint. The edge of the center line or lane line shall be offset a minimum distance of 2 inches (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 inches (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 foot (3 meter) line not to exceed 1 inch (25 mm).
- (f) A primer sealer of the type recommended by the manufacturer of the thermoplastic material shall be applied on all Portland concrete pavement surfaces, and if recommended by the manufacturer, on other types of pavement surface, prior to the installation of the thermoplastic material. The primer shall be free of solvent and water prior to the thermoplastic application.
- (g) The thermoplastic material shall be applied at a thickness of not less than 0.045 inch (1.143 mm), but in no case shall it exceed a thickness of 0.050 inch (1.27 mm). Finished lines shall be within a 1/4 inch (6.35 mm) of the width specified in the plans.
- (h) The Contractor shall place the thermoplastic markings with adequate drop on glass in accordance with the above requirements, uniformly applied to assure nighttime reflectivity. It shall be the Contractor's responsibility to use compatible combination of thermoplastic material and beads to preclude the surface beads from sinking deeply into the thermoplastic.
- (i) The thickness of the markings will be measured above the pavement surface at such random points as the Engineer selects to determine conformance to these specifications. If the measurements show less than 0.045 inch (1.143 mm), the Engineer will "chip" the edges of the markings at random points and measure the thickness of the chips to determine if the overall thickness of the markings is at least 0.045 inch (1.143 mm). If the overall thickness or the thickness above the pavement surface is substantially in conformance with the thickness requirements, payment will be made at 100 percent of the contract unit prices involved. When the thickness at a given location is less than 0.045 inch (1.143 mm), additional measurements will be taken on each side of such location at such intervals as the Engineer may select to determine the extent of the deficient portion of the marking. The Contractor shall then apply additional thermoplastic material and beads to bring the thickness of the markings to at least 0.045 inch (1.143 mm).

Equipment Requirements:

- (a) The application equipment used for placing lane and edge line on freeways shall be permanently mounted on a truck of sufficient size and stability to insure smooth, straight application. The truck shall be equipped to carry a minimum of 4,000 pounds (1800 kilograms) of molten thermoplastic. The equipment shall have the capability of automatically placing intermittent and continuous lines. The equipment shall be so constructed as to provide the various widths of pavement marking lines specified. The mounting shall be such as to allow the spray equipment to accurately follow road irregularities and produce lines of uniform dimensions.

- (b) The equipment used to install hot applied thermoplastic material shall provide continuous uniform heating to temperatures exceeding 400 °F (204 °C), mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the dispensing device shall prevent accumulation and clogging. All parts of the equipment, which comes in contact with the material, shall be constructed for easy accessibility and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts including the line dispensing device, maintains the material at the plastic temperature. The use of pans, aprons, or similar devices to prevent die overruns will not be permitted.
- (c) Glass beads applied to the surface of the completed marking shall be applied by an automatic bead dispenser attached to the marking machine so that the beads are dispensed closely behind the installed marking. The glass bead dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off of the thermoplastic material.
- (d) A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostat control device and material thermometer for positive temperature control and to prevent overheating or under-heating of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association.
- (e) The Contractor shall provide an accurate temperature measuring device which shall be capable of measuring the pavement temperature prior to installation of the thermoplastic and the temperature of the molten thermoplastic material immediately after it is applied.

Inspection: The 45 mil hot spray thermoplastic pavement markings will be inspected following installation, but no later than November 1, and inspected following a winter performance period in accordance with the provisions of Article 780.13 of the Standard Specification.

Method of Measurement: Lines will be measured for payment in feet. Double yellow lines will be measured as two separate lines.

Basis of Payment:

This work will be paid for at the contract unit prices per foot of applied line for HOT SPRAY THERMOPLASTIC PAVEMENT MARKING – LINE 4, 6, or 8 inches measured as specified herein.

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.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices 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. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

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

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

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

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

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder’s good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

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

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

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

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

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

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

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

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

GREEN PREFORMED THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2021

Revised: January 1, 2022

Revise the following in Table 1 of Article 780.15 of the Standard Specifications to read:

“SYMBOLS ^{1/}		
Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
International Symbol of Accessibility	3.1 (0.29)	--
Bike Symbol	4.7 (0.44)	--
Shared Lane Symbol	8.0 (0.74)	
Intersection Bicycle Box ^{2/}	variable sizes	
Two-Stage Bicycle Turn Box ^{2/}	variable sizes	

1/ Table applies to all types of pavement marking materials, except intersection bicycle box and two-stage bicycle turn box which are limited to preformed thermoplastic.

2/ The cost of symbols appearing in the box are included in the overall square area of the box.”

Add the following paragraph to the end of Article 1095.01(a)(2) of the Standard Specifications:

“The pigments used for the green thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable, and color-fast greens. The pigment shall be uniformly distributed throughout the thermoplastic compound.”

Add the following to Article 1095.01(b)(1)e. of the Standard Specifications:

“Green **	Daylight Reflectance	15 % min.
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** Shall meet the coordinates of the following color tolerance chart.

x	0.230	0.266	0.367	0.444
y	0.754	0.460	0.480	0.583”

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.”

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.