

61

August 4, 2023 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 78A01
Various Counties
Section D9 GUARDRAIL REPAIR FY24-1
Various Routes
District 9 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. August 4, 2023 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. 78A01
Various Counties
Section D9 GUARDRAIL REPAIR FY24-1
Various Routes
District 9 Construction Funds**

Repairing or replacing damaged guardrail, barrier terminals, impact attenuators, cable median barrier and fence on a work order basis throughout District 9.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

VARIOUS ROUTES
SECTION D9 GUARDRAIL REPAIR FY24-1
VARIOUS COUNTIES
CONTRACT NO. 78A01

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22)(Revised 1-1-23)

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RECURRING SPECIAL PROVISIONS

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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 D9 Guardrail Repair FY24-1, Various Counties, Contract No. 78A01, 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 D9 Guardrail Repair FY24-1
Various Counties
Contract No. 78A01

LOCATION OF PROJECT

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

DESCRIPTION OF PROJECT

The work to be completed under this contract consists of repairing or replacing existing damaged steel plate beam guardrail, high tension cable median barrier, fence, and traffic barrier terminals on a work order basis.

TRAFFIC CONTROL PLAN

Effective 1985 Revised 12/11/19

During the entire construction period, the road shall be kept open to traffic as follows:

- (a) The highway shall be kept open to at least one lane of traffic at all times and to two lanes of traffic to the greatest extent possible.
- (b) Access to all public roads and private entrances shall be maintained during all stages of the work.

VARIOUS ROUTES
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VARIOUS COUNTIES
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- (c) All lanes of traffic shall be open during the 2024 Solar Eclipse from 7:00 am on Saturday April 6, 2024, thru 10:00 pm Monday April 8, 2024.
- (d) Traffic may only be reduced to less than two lanes at the following locations at the indicated times. Limits are from the District Significant Location Map and limits should be verified. Failure to have the workers and equipment out of the workzone by 7:00 am will result in the Contractor being charged \$1,000 for each hour over beginning at 7:01 am.

Interstate 64 between the Jefferson County/Washington County line to the I-64/I-57 northern split in Jefferson County

Monday thru Thursday 7pm – 7am

Friday 9pm - 7am

Sunday 9pm – 7am

Outside summer period (Memorial Day–Labor Day) and holidays as per Article 107.09. Standard lane closures allowed from 7am to noon during peak hours, but no workers or equipment can be present.

Interstate 57 between the I-64/I-57 northern split in Jefferson County to the I-57/I-24 Interchange in Williamson County

Monday thru Thursday

NB 7pm – 7am

SB 8pm - 7am

Illinois Route 13 between New Era Road (Carbondale) in Jackson County to IL 37 (Marion) in Williamson County

Monday thru Friday 7pm – 7am

Illinois Route 15 Between Davidson Avenue and 10th Street (Mt. Vernon) in Jefferson County

Monday thru Friday 7pm to 7am

Interstate 24 between US 45 and the Ohio River Bridge in Massac County

Monday thru Friday 7pm – 7am

Outside summer period (Memorial Day–Labor Day) and holidays as per Article 107.09. Standard lane closures allowed from 7am to noon during peak hours. but no workers or equipment can be present.

Methods of Measurement and Basis of Payment: The appropriate traffic control and protection standard shall be used at the work location as stated on the work order. Traffic Control and Protection Standards 701201, 701501, 701502, 701601, 701602, 701606, and 701701 will be paid for at the contract unit price per EACH for TRAFFIC CONTROL AND PROTECTION, CALL OUT WORK. Traffic Control and Protection Standards 701401, 701406, 701421, 701422, 701451, and 701456 will be paid for at the contract unit price per EACH for TRAFFIC CONTROL AND PROTECTION, FREEWAY/EXPRESSWAY, CALL OUT WORK.

The reflectorized temporary pavement marking tape requirement shown on Standards 7010401 and 701422 shall be waived for this contract.

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

NIGHTTIME WORKZONE LIGHTING

This work shall conform to Section 702 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per EACH for NIGHTTIME WORKZONE LIGHTING. Each work order, regardless of the number of setups, shall be considered as one each.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

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

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

TERM OF CONTRACT

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

PROSECUTION OF THE WORK

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

CONTROL OF WORK

The Department may conduct frequent inspections of the respective work order locations to determine if the Contractor is performing repairs promptly and satisfactorily and in the manner specified in the contract. A final inspection will be made by the Department of all work locations and final quantities can be adjusted at that time.

The Department reserves the right to place maximum or minimum limits on the work force and/or equipment utilized by the Contractor to execute a work order.

SUPPLIES

The Contractor shall furnish copy paper and printer cartridges/ink jets, size and type as requested by the Engineer. The cost of the supplies shall be included in the contract unit bid price for the pay items involved, and no additional compensation will be allowed.

COMPLETION DATE

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

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

FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES

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

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

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

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

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

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

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

TRAFFIC CONTROL AUTHORIZATION REQUEST

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

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

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

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

INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are approximate and include items necessary to repair existing damaged guardrail and an estimate of items necessary to repair damage that may occur during the term of contract. The quantities in the Summary of Quantities may be increased, decreased, or deleted. Adjustments in contract unit prices will not be made due to an increase, decrease, or deletion of items.

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

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

WORK ORDER

No work, except for priority work, is to be performed by the Contractor without the issuance of a work order authorizing the work. A work order will show the class of work, date issued to the Contractor, work order number, location, item description, and quantity of removals or repairs to be made. Only the amount of replacement or repairs shown on the work order is to be done by the Contractor. If, at the time repairs are being made, it is found that additional work is needed, prior approval must be obtained from the Engineer before work is done. Any additional work done by the Contractor without prior approval of the Engineer will not be paid. A sample work order is included in the special provisions.

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

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

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

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

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

VARIOUS ROUTES
SECTION D9 GUARDRAIL REPAIR FY24-1
VARIOUS COUNTIES
CONTRACT NO. 78A01



Guardrail Repair Work Order

Date: _____ Prepared by: _____

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

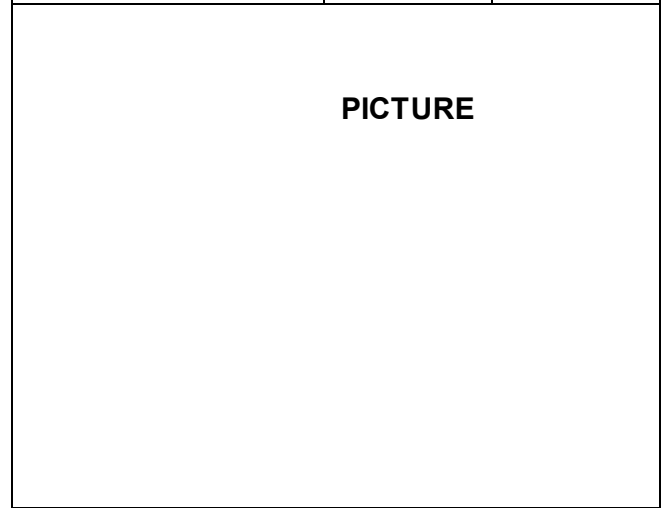
Marked Route: _____ Municipality: _____

Location: _____

Job Number: _____

ITEM	UNIT	QUANTITY
REP HTC (GIBRALTAR)	FOOT	
R HT TERM (GIBRALTAR)	EACH	
R&R POSTS (GIBRALTAR)	EACH	
REP HIGH TC (TRINITY)	EACH	
REP POSTS (TRINITY)	FOOT	
REP HTCSEND (TRINITY)	FOOT	
GUARDRAIL BLOCKS	EACH	
RAIL ELEMENT PLATES	EACH	
RAIL ELEM PLATE RAD	EACH	
EXTRUDER HEAD	EACH	
STEEL POSTS	EACH	
TRAF BAR TERM T5 SPL	EACH	
TRAF BAR TERM T6 SPL	EACH	
TRAF BAR TERM T6A SPL	EACH	
TRAF BAR TERM T6B SPL	EACH	
STEEL POSTS SPECIAL	EACH	
CH LK FENCE SPL	EACH	
WOV W FENCE REM & RPL	EACH	
STEEL POST ATTACH STR	EACH	
HT CBL MED BAR TERM	ACRE	
REM REIN IMPACT ATTEN	EACH	
REPAIR TRBT T1 SP TAN	EACH	
REPAIR TRBT T1 SP FLR	EACH	
REPAIR TR BAR TERM T5	EACH	
REPAIR TR BAR TERM T6	EACH	
REPAIR TR BAR TERM T6A	EACH	
REPAIR TR BAR TERM T6B	EACH	
TR BAR TRM T1 SPL TAN	EACH	
SEEDING CL 1	ACRE	
TR BAR TERM T1SPL FLR	EACH	
IMP ATTEN NRD TL3	EACH	

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



TRAFFIC CONTROL

701201,701501,,701502,701601,701602
701606,701701 – PAY FOR AS TRAFFIC CONTROL AND PROTECTION, CALL OUT

701401,701406,701421,701422,701451,701456 – PAY FOR AS TRAFFIC CONTROL AND PROTECTION, FREEWAY/EXPRESSWAY, CALL OUT WORK

Special Instructions: _____

Authorization of Work	
Engineer _____	
Date Work Order Issued _____	Contractor Initials _____

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

CLASS OF WORK

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

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

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

COMPLETION TIME FOR WORK ORDERS

The Contractor shall schedule his/her operations in order to complete a priority work order within seven calendar days after the date issued.

The Contractor shall schedule their operations in order to complete a regular work order as soon as possible, and repair shall not be delayed more than 30 calendar days after the date issued.

CONTRACTOR'S LIABILITY

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

The Contractor shall be held responsible for any damage to existing structures resulting from their operations. The Contractor shall restore the damaged structures to a condition equal to that existing before such damaged was done by repairing, rebuilding, or replacing it as directed by the Engineer at no additional cost to the State. Where, in the opinion of the Engineer, the Contractor through their operations has excessively damaged the surrounding area, the Contractor shall restore the surrounding area to a condition meeting the satisfaction of the Engineer at no additional cost to the State.

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

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

PROTECTION FOR DAMAGED LOCATIONS

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

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

REALIGNING POSTS

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

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

REMOVAL OR REPAIR OF GUARDRAIL

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

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

New material shall conform to the dimensions and shapes of the material to be replaced, except as noted, and shall meet the requirements as specified under each item in these special

provisions and on the plans. Damaged guardrail that has been removed shall be completely replaced on the same day that it has been removed.

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

After the work is completed, the Contractor shall mark a rail element plate in the repair area using a paint stick with the work order number and date of repairs. Immediately after the specified repairs have been made all nuts, bolts, washers, posts, rail elements, and any other guardrail components, damaged or undamaged which are to be scrapped, shall be completely removed from the state right-of-way. Failure to do so will be cause for rejection of work.

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

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

FINAL CLEAN UP

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

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

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

CLEARING

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

GUARDRAIL BLOCKS

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

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

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

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

RAIL ELEMENT PLATES

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

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

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

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

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

This work shall be paid for at the contract unit price per EACH for RAIL ELEMENT PLATES, which price shall include all labor, equipment, and materials.

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

This work shall consist of furnishing and installing a traffic barrier terminal type 1, special and type 1 special (flared) according to the details in the plans and this provision.

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

All terminals shall be on the Department's approval list.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached. The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminal section shall provide a minimum length of need of 37.5 ft.

Included in this item is the complete removal of an existing damaged or undamaged terminal section having a length of approximately 50 feet, where the rail element is twisted 90°, and terminating at an end post flush with the ground. All posts, rail element plates, and related components of the existing terminal section, including the steel end post, shall be removed.

The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Engineer.

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

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

This item shall also include the furnishing and installing of a terminal marker - direct applied which shall comply with the applicable portions of Section 725. This work shall be included in the contract unit bid price for the pay items involved.

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

RAIL ELEMENT PLATES (RADIUS)

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

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

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

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

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

In order to clarify measurement and payment for work, the standard length of radial rail element plate shall be considered to be 12'-6". In the event existing damaged rail element plates to be removed and replaced measures 25 feet in length, they shall be considered as two rail element plates of standard 12'-6". If any portion of a standard 12'-6" rail element plate is factory fabricated to a radial shape, the rail element plate shall be paid as one radius element plate each.

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

TRAFFIC BARRIER TERMINAL, TYPE 2 (SPECIAL)

This work consists of furnishing and installing a traffic barrier terminal type 2 at the locations specified by the Engineer, in accordance with Section 631 of the Standard Specifications, the details in the plans, and this provision.

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

Also included in this item is the complete removal of an existing damaged traffic barrier terminal type 2. The Engineer will make this determination and inform the Contractor prior to commencing repairs.

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

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

TRAFFIC BARRIER TERMINAL, TYPE 5, 6, 6A, & 6B (SPECIAL)

This work consists of furnishing and installing a traffic barrier terminal type 5, 6, 6A, and 6B at the locations specified by the Engineer, in accordance with Section 631 of the Standard Specifications, the details in the plans, and this provision.

Also included in this item is the complete removal of an existing damaged or undamaged sub standard traffic barrier terminal type 5, 6, 6A, and 6B. The Engineer will make this determination and inform the Contractor prior to commencing repairs. All posts, rail element plates, and related components of the existing terminal section as well as any length of the guardrail types needed to accommodate the new traffic barrier type 5, 6, 6A, and 6B shall be removed. Included in this item are all shims and blocks required to facilitate proper attachment to structure walls.

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

This work will be paid for at the contract unit price per EACH for TRAFFIC BARRIER TERMINAL, TYPE 5 (SPECIAL), TYPE 6 (SPECIAL), TRAFFIC BARRIER TERMINAL, TYPE 6A (SPECIAL) and TRAFFIC BARRIER TERMINAL, TYPE 6B (SPECIAL), which price shall include all labor, equipment and material necessary to complete the work as described herein.

STEEL AND WOOD POSTS

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

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

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

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

REMOVAL AND REINSTALL IMPACT ATTENUATORS

This work includes replacing sand module impact attenuators damaged by traffic at various locations. Impact attenuators shall meet the testing criteria for test level 3 and shall be on the Department's approval list. The attenuators are installed on existing base pads located on various multi-lane highways throughout the district and region.

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

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

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

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)

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

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

This item shall also include the furnishing and installing of a terminal marker—direct applied, if needed, which shall comply with the applicable portions of Section 725 for Guardrail and Barrier Wall Delineation.

The entire 25 feet of guardrail shall be replaced when the existing guardrail is damaged. Replacement of the 25 feet of steel plate beam guardrail shall not be included in the measurement for payment but shall be considered included in the cost of the item. Also included in the cost of

this item are cable assemblies, strut, soil tubes, and all other hardware **excluding the extruder head.**

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

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

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

EXTRUDER HEAD

This work consists of removal and replacement of a traffic barrier terminal type 1 extruder head as specified by the Engineer, in accordance with the Standard Specifications, the plans, and this provision.

This work will be used in conjunction with the repair traffic barrier terminal type 1 special pay items.

This item shall also include the furnishing and installing of a terminal marker—direct applied, if needed, which shall comply with the applicable portions of Section 725 for Guardrail and Barrier Wall Delineation.

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

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED)

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

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

This item shall also include the furnishing and installing of a terminal marker—direct applied, if needed, which shall comply with the applicable portions of Section 725 for Guardrail and Barrier Wall Delineation.

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

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

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

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

This work consists of removing and replacing damaged components of existing traffic barrier terminals Type 6, 6A, and 6B at the locations as by the Engineer in accordance with the applicable portions of the Standard Specifications; Standards 631031, 631032, and 631033; the plans; and this provision.

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

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

STEEL POSTS ATTACHED TO STRUCTURE

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

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

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

This work shall be paid for at the contract unit price per EACH for STEEL POST, ATTACHED TO STRUCTURE.

STEEL POSTS (SPECIAL)

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

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

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

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

CHAIN LINK FENCE (SPECIAL)

This work consists of furnishing and installing chain link fence at the locations specified by the Engineer in accordance with Section 664 of the Standard Specifications, the details in the plans, and this provision.

Also included in this item is the complete removal of existing damaged chain link fence, with limits to be specified by the Engineer.

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

GRADING

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

HIGH TENSION CABLE MEDIAN BARRIER TERMINAL

This work consists of furnishing and installing a high tension cable median barrier terminal at the locations specified by the Engineer.

Also included in this item is the complete removal of an existing damaged or undamaged sub standard high tension cable median barrier terminal. The Engineer will make this determination and inform the Contractor prior to commencing repairs. All related components of the existing terminal section shall be removed.

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

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

REPAIRING OF HIGH TENSION CABLE MEDIAN BARRIER SYSTEMS

This item shall consist of repairing high tension cable median barrier systems when damaged to match the type and style of the existing system.

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

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

CABLE: Measurement for payment shall be the distance between the closest two undamaged posts (one on each side of the impact area) or the distance between the high tension barrier terminal/end section and the closest undamaged post to the impact area.

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

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

TERMINAL/END SECTION: This work consists of removing and replacing damaged components of the existing high tension cable median barrier terminals at the locations specified by the Engineer in accordance with the applicable portions of the Standard Specifications, the plans, and this provision.

The repair of the high tension terminal/end section and hardware shall be paid for at the contract unit price per EACH as REPAIR HIGH TENSION BARRIER TERMINAL (GIBRALTAR) or

REPAIR HIGH TENSION CABLE SYSTEM END SECTION (TRINITY), which price shall include all labor, equipment, and material necessary to complete the work as described herein.

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

TRAFFIC BARRIER TERMINAL (C-A-T)

This work consists of furnishing and installing a traffic barrier terminal (C-A-T) as detailed in the plans or an approved equivalent. Also included in this item is the complete removal of the existing damaged traffic barrier to be replaced.

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

WOVEN WIRE FENCE REMOVAL AND REPLACEMENT

Description: This work shall consist of the removal and disposal of existing fence from the project site. The work shall also include furnishing and installing a new fence at locations designated on the plans and/or designated by the Engineer. The work shall be completed according to Section 665 of the Standard Specifications and this special provision.

Materials: The new fence shall be the same height and of similar style and material as the existing fence. The Engineer shall approve the fence style and material prior to installation.

General: The Contractor shall remove all components of the existing fence including concrete used to anchor fence posts, bracing, guy wires, posts, and/or gates. All removed materials shall be disposed of outside the limits of the right-of-way according to Article 202.03 of the Standard Specifications and/or as directed by the Engineer.

Prior to constructing the new fence, the area along the line of the fence shall be cleared according to Section 201 of the Standard Specifications. The new fence shall be installed at the proposed right- of- way line, easement line, and/or as directed by the Engineer.

Method of Measurement: This work will be measured for payment in feet along the top of the newly installed fence from center to center of end posts, excluding the length occupied by gates.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for WOVEN WIRE FENCE REMOVAL AND REPLACEMENT.

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following article to Section 1010 of the Standard Specifications:

“1010.06 Blended Finely Divided Minerals. Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

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.

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- (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.

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

“250.07 Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

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TABLE 1 - SEEDING MIXTURES			
Class - Type	Seeds	lb/acre (kg/hectare)	
1 Lawn Mixture 1/	Kentucky Bluegrass	100 (110)	
	Perennial Ryegrass	60 (70)	
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)	
1A Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)	
	Perennial Ryegrass	20 (20)	
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)	
	<i>Festuca brevipilla</i> (Hard Fescue)	20 (20)	
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)	
1B Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)	
	Perennial Ryegrass	20 (20)	
	Red Top	10 (10)	
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)	
2 Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	100 (110)	
	Perennial Ryegrass	50 (55)	
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)	
	Red Top	10 (10)	
2A Salt Tolerant Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	60 (70)	
	Perennial Ryegrass	20 (20)	
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	30 (20)	
	<i>Festuca brevipilla</i> (Hard Fescue)	30 (20)	
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)	
3 Northern Illinois Slope Mixture 1/	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	5 (5)	
	Perennial Ryegrass	20 (20)	
	Alsike Clover 4/	5 (5)	
	<i>Desmanthus illinoensis</i> (Illinois Bundleflower) 4/ 5/	2 (2)	
	<i>Schizachyrium scoparium</i> (Little Bluestem) 5/	12 (12)	
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	10 (10)	
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	30 (35)	
	Oats, Spring	50 (55)	
	Slender Wheat Grass 5/	15 (15)	
	Buffalo Grass 5/ 7/	5 (5)	
	3A Southern Illinois Slope Mixture 1/	Perennial Ryegrass	20 (20)
		<i>Elymus canadensis</i> (Canada Wild Rye) 5/	20 (20)
<i>Panicum virgatum</i> (Switchgrass) 5/		10 (10)	
<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/		12 (12)	
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		10 (10)	
<i>Dalea candida</i> (White Prairie Clover) 4/ 5/		5 (5)	
<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/		5 (5)	
Oats, Spring		50 (55)	

VARIOUS ROUTES
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Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/		Annual Ryegrass
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
<u>Species:</u>		<u>% By Weight</u>
<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
<i>Carex lacustris</i> (Lake-Bank Sedge)		6
<i>Carex slipata</i> (Awl-Fruited Sedge)		6
<i>Carex stricta</i> (Tussock Sedge)		6
<i>Carex vulpinoidea</i> (Fox Sedge)		6
<i>Eleocharis acicularis</i> (Needle Spike Rush)		3
<i>Eleocharis obtusa</i> (Blunt Spike Rush)		3
<i>Glyceria striata</i> (Fowl Manna Grass)		14
<i>Juncus effusus</i> (Common Rush)		6
<i>Juncus tenuis</i> (Slender Rush)		6
<i>Juncus torreyi</i> (Torrey's Rush)		6
<i>Leersia oryzoides</i> (Rice Cut Grass)		10
<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)		3
<i>Scirpus atrovirens</i> (Dark Green Rush)		3
<i>Bolboschoenus fluviatilis</i> (River Bulrush)		3
<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)		3
<i>Spartina pectinata</i> (Cord Grass)		4

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Class – Type	Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)
		1 (1) 10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis) <i>Leucanthemum maximum</i> (Shasta Daisy) <i>Gaillardia pulchella</i> (Blanket Flower) <i>Ratibida columnifera</i> (Prairie Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/ <i>Anemone cylindrica</i> (Thimble Weed) <i>Asclepias tuberosa</i> (Butterfly Weed) <i>Aster azureus</i> (Sky Blue Aster) <i>Symphotrichum leave</i> (Smooth Aster) <i>Aster novae-angliae</i> (New England Aster) <i>Baptisia leucantha</i> (White Wild Indigo) 4/ <i>Coreopsis palmata</i> (Prairie Coreopsis) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Eryngium yuccifolium</i> (Rattlesnake Master) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris aspera</i> (Rough Blazing Star) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Monarda fistulosa</i> (Prairie Bergamot) <i>Parthenium integrifolium</i> (Wild Quinine) <i>Dalea candida</i> (White Prairie Clover) 4/ <i>Dalea purpurea</i> (Purple Prairie Clover) 4/ <i>Physostegia virginiana</i> (False Dragonhead) <i>Potentilla arguta</i> (Prairie Cinquefoil) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia subtomentosa</i> (Fragrant Coneflower) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod) <i>Tradescantia ohiensis</i> (Spiderwort) <i>Veronicastrum virginicum</i> (Culver's Root)	

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Class – Type	Seeds	Ib/acre (kg/hectare)
5A Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Aster novae-angliae</i> (New England Aster)	5
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	10
	<i>Helianthus mollis</i> (Downy Sunflower)	10
	<i>Heliopsis helianthoides</i> (Ox-Eye)	10
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	10
	<i>Ratibida pinnata</i> (Yellow Coneflower)	5
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	10
	<i>Silphium laciniatum</i> (Compass Plant)	10
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	20
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	10
5B Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Acorus calamus</i> (Sweet Flag)	3
	<i>Angelica atropurpurea</i> (Angelica)	6
	<i>Asclepias incarnata</i> (Swamp Milkweed)	2
	<i>Aster puniceus</i> (Purple Stemmed Aster)	10
	<i>Bidens cernua</i> (Beggarticks)	7
	<i>Eutrochium maculatum</i> (Spotted Joe Pye Weed)	7
	<i>Eupatorium perfoliatum</i> (Boneset)	7
	<i>Helenium autumnale</i> (Autumn Sneezeweed)	2
	<i>Iris virginica shrevei</i> (Blue Flag Iris)	2
	<i>Lobelia cardinalis</i> (Cardinal Flower)	5
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5
	<i>Lythrum alatum</i> (Winged Loosestrife)	2
	<i>Physostegia virginiana</i> (False Dragonhead)	5
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10
	<i>Pycnanthemum virginianum</i> (Mountain Mint)	5
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5
6 Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO₃ to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2022

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

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 701.20 of the Standard Specifications:

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

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

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

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

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

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: January 1, 2022

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

- Metal Piling (excluding temporary sheet piling)
- Structural Steel
- Reinforcing Steel

Other steel materials such as dowel bars, tie bars, welded reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall

not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

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The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights (masses)
Reinforcing Steel	See plans for weights (masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Welded Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)
Light Polew/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Polew/Mast Arm, 55 - 60 ft (16.5 - 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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

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

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the

plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

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

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

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

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

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.