9

November 17, 2017 Letting

Notice to Bidders, Specifications, and Proposal



Springfield, Illinois 62764

Contract No. 62F88
Various Counties
Section 2017-053I
Various Routes
District 1 Construction Funds

Plans Included Herein

Prepared by S
Checked by

(Printed by authority of the State of Illinois)

Illinois Department of Transportation

NOTICE TO BIDDERS

- TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. November 17, 2017 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. 62F88 Various Counties Section 2017-053I

Various Routes
District 1 Construction Funds

Temporary traffic control setup on various State maintained expressway and arterial routes on a work order basis.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-17)

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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 April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section 2017-053I, Various Counties, Contract No. 62F88 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

This work is located on various State maintained arterial and expressway routes within the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will.

DESCRIPTION OF IMPROVEMENT

The work to be completed under this contract consists of installation, maintenance and removal of temporary traffic control such as shoulder, ramp or lane closure on a work order basis for the Department's maintenance activities. The maintenance activity typically involves bridge or roadway repairs.

COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work orders issued during the Term of Contract, including all clean-up work and open all roadways to traffic on or before December 31, 2019.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985 Revised: January 1, 2007

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

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

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

<u>STANDARDS</u>: 701006, 701101, 701301, 701400, 701401, 701406, 701411, 701422, 701431, 701446, 701502, 701601, 701602, 701606, 701701, 701801 & 701901

DETAILS: Entrance Ramp & Closure Details (TC-8)

Single & Multi-Lane Weave (TC-9)

Traffic Control & Protection for Side Roads, Intersection & Driveways (TC10)
Traffic Control & Protection & Turn Bays (To Remain Open to Traffic) (TC-14)

Traffic Control for Shoulder Closures & Partial Ramp Closures (TC-17)

Detour Signing For Closing State Highways (TC-21)

Arterial Road Information Sign (TC-22)

Traffic Control Details for Freeway Center Lane Closure, Shoulder Lane (TC-25)

Driveway Entrance Signing (TC-26)

SPECIAL PROVISIONS: Traffic Control

Traffic Control and Protection (Expressways) (Maintenance)

Temporary Information Signing

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012 Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

TRAFFIC CONTROL

Effective: February 1, 2013

<u>Description.</u> The work consists of installation, maintenance and removal of traffic control on a work order basis for the Department's maintenance activities. The maintenance activity typically involves bridge or roadway repairs. The work zone traffic control shall be according to Section 701 and as described herein.

Duration. The duration of each traffic control set-up will be less than or equal to 24 hours.

<u>Length.</u> The length of each traffic control set-up will be based on a one (1) mile work zone. Any closure with a work zone over one (1) mile will have the additional traffic control devices paid for separately.

<u>Prosecution of the Work.</u> The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any work on this contract. The Contractor shall initiate the traffic control at the pre-arranged start time issued in a regular call-in or within 4 hours of an emergency call-in. Failure to meet this requirement will be subject to a Traffic Control Deficiency charge. The deficiency will be calculated as outlined in Article 105.03 and the Traffic Control Deficiency Deduction special provision.

<u>Expressways.</u> Any traffic control setup on an expressway, or on a arterial route that operate as a Freeway as designated by the Engineer, shall also follow the special provision Traffic Control and Protection (Expressways)(Maintenance)

<u>Traffic Control Devices.</u> Additional barricades, drums or flexible delineators may be required in addition to those specified in the traffic control standards. Any additional drums, Type I, II and III Barricades, Directional Indicator Barricades and Vertical Barricades shall be provided with lights according to Article 701.16.

<u>Flaggers</u>. If flaggers are required in the Traffic Standards they will be provided by the Department

Method of Measurement. Add the following to Article 701.19(a):

The cost for each traffic control and protection shall be based on one set-up and one take down.

"The cost of traffic control and protection required under Standard 701400 is included in the cost of traffic control and protection for Standards 701401, 701406 and 701446.

The cost of traffic control and protection required for a three (3) lane closure will be paid for as a two (2) lane closure with additional payment for the traffic control devices in the tangent and taper for the third lane."

The monitoring of traffic control extending for more than one day shall be paid under "Traffic Control Surveillance (Special)."

Basis of Payment.

Add the following to Article 701.20(a):

"Traffic control and protection will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION, STANDARD 701101; TRAFFIC CONTROL AND 701401; TRAFFIC CONTROL AND PROTECTION. STANDARD PROTECTION. STANDARD 701406; TRAFFIC CONTROL AND PROTECTION, STANDARD 701502; TRAFFIC CONTROL AND PROTECTION, STANDARD 701601; TRAFFIC CONTROL AND PROTECTION. STANDARD 701602; TRAFFIC CONTROL AND PROTECTION, STANDARD 701606; TRAFFIC CONTROL AND PROTECTION, STANDARD 701701; TRAFFIC CONTROL AND PROTECTION, STANDARD 701801; TRAFFIC CONTROL AND PROTECTION, STANDARD TC 8; TRAFFIC CONTROL AND PROTECTION, STANDARD TC 9: TRAFFIC CONTROL AND PROTECTION, STANDARD TC 10; TRAFFIC CONTROL AND PROTECTION, STANDARD TC 14; TRAFFIC CONTROL AND PROTECTION. STANDARD TC 17; TRAFFIC CONTROL AND PROTECTION, STANDARD TC 25; or TRAFFIC CONTROL AND PROTECTION, STANDARD TC 26."

Add the following to Article 701.20:

"(k) Additional barricades required will be paid for at the contract unit price per each for DRUMS, BARRICADES of the TYPE specified, DIRECTIONAL INDICATOR BARRICADES, VERTICAL BARRICADES and FLEXIBLE DELINEATORS and have a minimum of 10 devices per order"

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)(MAINTENANCE)

Effective: March 8, 1996 Revised: April 4, 2013

<u>Description</u>. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

<u>General</u>. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Additional requirements for traffic control devices shall be as follows.

(a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board. The attenuator vehicle shall be positioned in the live lane that is being closed or opened in advance of the workers and shall have the arrow panel directing traffic to the adjacent open lane. Failure to meet this requirement will be subject to a Traffic Control Deficiency charge. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications and the Traffic Control Deficiency Deduction (BDE special provision). Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.

(b) Sign Requirements

- (1) Sign Maintenance. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor".
- (2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the exiting posted speed limit, work zone speed limits shall be established and signed as follows.
 - a. Existing Speed Limit of 55 mph or higher. The initial work zone speed limit assembly, located approximately 3200' before the closure, shall be 55 mph as shown in 701400. Additional work zone 45 mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign.
 - b. Existing Speed Limit of 45 mph. The advance 55 mph work zone speed limit assembly shown in 701400 shall be replaced with a 45 mph assembly. Additional work zone 45 mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.
- (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.

(c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light.

To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

(d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, and exit ramp gores. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.

<u>Method of Measurement</u>. This item of work will be measured on an each basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions.

<u>Basis of Payment</u>. Traffic control and protection described herein will be paid for according to the separate pay items for Standards 701101, 701401, 701406, 701411, 701446, and District details TC-8, TC-9, TC-17, TC-25 and individual traffic control devices if required.

TRAFFIC CONTROL SURVEILLANCE (SPECIAL)

Effective: October 25, 1995 Revised: January 1, 2007

The Contractor shall provide a person with a 3/4 ton truck equipped with a two-way radio to survey, inspect and maintain all traffic control devices on a continuous 24-hour-a-day basis.

The truck shall be equipped with at least two flashing or revolving amber lights and a Type B arrowboard. The Type B arrowboard shall confirm to Article 1106.02 (h) of the Standard Specifications and shall be attached to the truck at a minimum height of 7 feet above the pavement. The light and arrowboard shall be mounted so that no portions are blocked by any part to the truck or it's equipment. This truck shall also be equipped with a sign reading, 'DO NOT FOLLOW". This sign shall be black and white, reflectorized, with an 8-inch legend. It shall be minimum of 48" X 48" in size and mounted on the back of the truck as directed by the Engineer. This truck shall carry an adequate supply of barricades, drums, lights, and all necessary devices to handle the Contractor's maintenance responsibilities.

The surveillance person is required to drive through the project, to inspect all temporary traffic control devices, to correct all traffic control deficiencies, if possible, or immediately contact someone else to make corrections and to assist with directing traffic until such corrections are made on a continuous 24-hour basis. This person shall list every inspection on an inspection form, furnished by the Engineer and shall return a completed form on the first working day after the inspection is made.

The contractor shall supply a telephone staffed on a 24-hour-a-day basis to receive any notification of any deficiencies regarding traffic control and protection or receive any request for improving, correcting or modifying traffic control, installations or devices, including pavement markings. The Contractor shall dispatch additional men, materials and equipment as necessary to begin to correct, improve or modify the traffic control as directed, within one-half hour of notification by the surveillance person or by the Department. Upon completion of such corrections and/or revisions, the Contractor shall notify the Department's Communications Center at (847) 705-4612.

Basis of Payment.

This work will be paid for at the contract unit price per calendar day or fraction thereof for TRAFFIC CONTROL SURVEILLANCE (Special). This price shall include all labor and equipment necessary to provide the required inspection and maintenance on the expressway and on all cross streets which are included in the project.

The cost of materials for the maintenance of traffic control devices shall be included in the traffic control pay items.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996 Revised: January 2, 2007

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>ltem</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

CALL OUT

This work shall consist of the preparation and operations necessary for the movement of personnel, equipment, supplies and incidentals for a call-out to the site designated by the Department. One call-out will be paid for each location. Multiple visits to the same location, as specified on the Call Out, will be considered incidental to the first visit. The contract unit price for call-out shall be payment in full to a job site within the District 1 counties. At each location, the system will be in place for project work not exceeding four (4) weeks.

A maximum of two (2) deployments at separate locations at one time will be used during the contract.

This work will be paid for at the contract unit price each for CALL OUT as described above and no additional compensation will be allowed.

Method of Measurement: This work will be measured for payment as follows: Measured on a Calendar Day basis for Smart Traffic Monitoring System and Portable Changeable Message Sign, Special. Once the Engineer contacts the Contractor that the system is no longer needed for each specific call-out, payment will also stop to the nearest calendar day.

Basis of Payment: This work will be paid for as follows:

SMART TRAFFIC MONITORING SYSTEM, and CHANGEABLE MESSAGE SIGN, SPECIAL, will be paid at the contract unit price per Calendar Day from when they are in place and operational in accordance with the specifications as determined by the Engineer until they are authorized for pickup/removal by the Engineer.

CHANGEABLE MESSAGE SIGN, SPECIAL

This work shall consist of providing Portable Changeable Message Signs according to Article 701.15(j).

This work will be paid for at the contract unit price per calendar day for CHANGEABLE MESSAGE SIGN, SPECIAL.

CONTRACTOR'S REPRESENTATIVE

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

CONTROL OF WORK

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

INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are approximate and may include items necessary to deliver, setup, maintain and pickup/removal of Smart Traffic Monitoring System/Devices and an estimate of these items necessary to do this work may occur during the 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 according to the schedule of prices in the contract and as hereinafter described. Prices shall include all labor, materials and equipment necessary to complete the work satisfactorily. Before any payment for work is authorized, for a given call-out, all work must be completed satisfactorily and the delivery, setup, maintenance and pickup/removal 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.

KNOCKED DOWN SMART TRAFFIC MONITORING SYSTEM/DEVICES

After initial delivery and setup of smart traffic control monitoring system/devices but prior to request for pickup/removal of the traffic control devices, the Contractor must address any and all issues, i.e. damaged devices, knocked down devices, lights not working, etc. at the request of the Department. This work shall be considered included in the cost of the items.

LABOR, TOOLS, AND EQUIPMENT

The Contractor shall furnish all labor, tools, equipment and other incidentals necessary or convenient to the successful completion of call-outs and the carrying out of all duties and obligations imposed by the contract.

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

PROSECUTION OF THE WORK

The District 1 Traffic Management Center (847-705-4602) will issue a call-out to the Contractor prior to the Contractor proceeding with any work on this contract.

RESPONSE TIME

The Contractor must be available for the duration of the contract to respond and begin work within one (1) week (7 days) if directed by the Department. Once work is started, the Contractor will be expected to complete the initial setup in a timely manner not to exceed five (5) days.

SMART TRAFFIC MONITORING SYSTEM

Description: This work shall consist of furnishing, installing, maintaining, removing, and programming various components of an automated Smart Traffic Monitoring (STM) System. This work shall be completed according to Article 701 of the Standard Specifications, as detailed in the plans, described herein, and as directed by the Engineer.

Schedule: The STM System shall be in operation 24 hours a day and seven (7) days per week throughout the duration of the work order.

Function: The typical STM System components shall include four (4) Smart Traffic Monitoring Devices (STMD), four (4) portable changeable message signs (PCMSs), and control software for various communication functions. The STM System shall collect real-time vehicle data at various locations prior to and within a work zone and, depending upon traffic conditions, shall activate various, specific preapproved messages, developed through coordination with the Engineer, on PCMSs. The STM System shall calculate the actual traffic backup delay time and distance, within 0.5 miles accuracy, to stopped or significantly slowed traffic ahead for the work zone and notify road users via PCMSs. The STM System shall also have the capability of calculating travel times to major destinations, as applicable, and notify road users of projected delays, if required by the Engineer. The actual message text on each PCMS displaying messages will be determined by the Engineer.

The following STM System manufacturers and/or vendors shall be used:

1. ASTI - http://new.asti-trans.com 18 Blevins Drive, New Castle DE 19720 Telephone- (302)- 328-3220

iCone-<u>http://iconeproducts.com</u>
 Old Liverpool Road, Liverpool NY, 13088
 Telephone: (315) 626-6800

3. Street Smart- http://www.streetsmartrental.com
7526 4th Ave.
Lino Lakes, MN 55014
Telephone: (651) 653-4648

4. Ver-Mac- www.ver-mac.com 2650 Minnehaha Ave., suite 500 Minneapolis, MN 55406 Telephone: 612-521-2122

The STM System shall inform the District of delay time and stopped traffic via the internet and/or through the District's Traffic Management Center.

CONSTRUCTION REQUIREMENTS

Smart Traffic Monitoring Devices (STMDs): The Contractor shall provide devices that are MUTCD compliant, meeting NCHRP 350 or MASH, Category 2, crashworthy standards and shall be consistent with work zone channelizing devices used throughout the work zone. The STMDs shall have internal power sources, shall communicate wirelessly in real-time, and shall provide continuous, uninterrupted, data collection during normal operations or during power or communication interruptions. Traffic sensors shall be a type whose accuracy is not degraded by inclement weather or degraded by environmental conditions. The STMDs shall gather real-time data, provide 95% accuracy on all vehicle detection, have Global Positioning System (GPS) functionality, transfer data to web-based communications for monitoring, and communicate with the PCMSs 24 hours a day seven (7) days a week. The web-based interference shall provide vehicle speed, volume, and queue information at each device location and maintain data history for a minimum of 12 months beyond contract completion. The system shall provide vehicle detection in advance of the maximum projected vehicle queue and report real-time data 24 hours a day and seven (7) days per week throughout the duration of the project. The number and proper locations of STMDs needed to provide dynamic, travel time messages and queue detection from the STM System shall be recommended by the manufacturer and approved by the Engineer. Data shall include the date, time, and average vehicle speed through the work zone.

Control Software: The user interface shall be accessible via the web browser of an internet-enabled device. The software shall provide delay and queue calculations based on vehicle speed and traffic volume. The agency-only side shall be password protected to prevent public access, provide access to all system data, including average vehicle speed, volume, queue information, and PCMS messages being displayed, and allow the Engineer to override preapproved, preprogrammed PCMS messages and message activation logic. The software shall provide email and/or text alerts to specified Department personnel when speeds or queue lengths are outside Department-defined parameters.

The software shall provide an XML (or other Department-specified format) data feed to the Department on request and shall hold an archive of data for a period of not less than 12 months beyond contract completion, and the Contractor shall provide archived data to Department at completion of the contract. The data shall be available for download from the agency-only side at all times. Public agencies authorized by the Department shall be granted user accounts at no additional cost.

Portable Changeable Message Signs (PCMSI. Special: The PCMSs shall meet the requirements of Article 70i of the Standard Specifications. The signs shall be equipped with communications fully compatible with the STM System and shall wirelessly communicate with the STDMs and control software. The STM's PCMSs shall display the flashing caution mode when not in use by the system or shall be treated as nonoperating equipment in accordance with Article 701.11.

Protection: All communications in the STM System shall be protected from vandalism and to prevent unauthorized personnel from accessing non-public data or changing the displays on the PCMSs. All equipment shall be removed from the right-of-way in five (5) working days following the last day of its use for each call-out.

System Communications: All communication networks used in the STM System shall be provided by the Contractor. When any part of the STM System has not been functioning for 10 minutes, the STM System shall notify the Engineer of the malfunction immediately. Upon the direction of the Engineer, the STM System shall notify the Contractor and/or the District's Traffic Management Center.

Method of Measurement: This work will be measured for payment as follows: Measured on a Calendar Day basis for Smart Traffic Monitoring System and Portable Changeable Message Sign, Special.

Basis of Payment: This work will be paid for as follows:

SMART TRAFFIC MONITORING SYSTEM, and CHANGEABLE MESSAGE SIGN, SPECIAL, will be paid at the contract unit price per cal da, Calendar Day from when they are in place and operational in accordance with the specifications as determined by the Engineer until they are authorized for pickup/removal by the Engineer.

Relocation of devices after initial placement directed and authorized by the Engineer will be paid in accordance with Article 109.04.

START OF WORK

All work to be performed by the Contractor shall be on a call-out basis, and no work of any kind shall be performed by the Contractor, unless a call-out authorizing the work has been issued by the Department. The call-out will show the date and time of issuance, type of facility, location, and a description of the service required or the problem reported. The call-out will indicate a District contact and telephone number for the Contractor to contact with any questions regarding the work order, normally the District 1 Traffic Management Center {847-705-4602}.

The Contractor shall be available to respond to calls for service at all times, to include Saturdays, Sundays, and holidays, to correct any malfunction of equipment or temporary emergency repair to damaged equipment resulting from any cause.

The Contractor shall designate at least four {4} responsible representatives of its organization to whom the Department may issue call-outs and instructions. The Contractor shall provide the Department with the names and telephone numbers of these representatives to the District 1Traffic Management Center. One of these representatives will be available at all times.

The Contractor shall advise the District 1 Traffic Management Center at 847-705-4602 upon arrival or departure of the site of all emergency service calls and provide the status of work.

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

<u>Description</u>. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24×24 in. (600×600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

<u>Flagging Requirements</u>. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

- "(b) No working day will be charged under the following conditions.
 - (1) When adverse weather prevents work on the controlling item.
 - (2) When job conditions due to recent weather prevent work on the controlling item.
 - (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
 - (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
 - (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
 - (6) When any condition over which the Contractor has no control prevents work on the controlling item."

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

ETCP Adjustment (\$) = TE x (%/100 x CUP / OCT)

Extended Traffic Control occurs between December 1 and March 31:

ETCP Adjustment (\$) = TE x 1.5 (%/100 x CUP / OCT)

Where:TE = Duration of approved time extension in calendar days.

% = Percent maintenance for the traffic control, % (see table below).

CUP = Contract unit price for the traffic control pay item in place during the delay.

OCT = Original contract time in calendar days.

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
0/		
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

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

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

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: July 2, 2016

<u>FEDERAL OBLIGATION</u>. 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.

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

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

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

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

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

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

<u>DBE LOCATOR REFERENCES</u>. 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.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

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

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

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

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

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

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

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, 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.

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

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

- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. 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, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

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

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

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

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

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

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

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

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

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

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

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

"This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

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

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

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

ļ				TOTAL	SHEET
	ROUTE	SECTION	COUNTY	SHEETS	NUMBER
	Various	2017-053	Various	18	1

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PROPOSED HIGHWAY PLANS

VARIOUS ROUTES
DISTRICT WIDE
SECTION: ₹017-053 IL
VARIOUS COUNTIES
TRAFFIC CONTROL
C-91-067-18

D-91-216-18

McHerry Lake

DuPage

Cook

Will

CONTRACT NO. 62F88

LOCATION OF IMPROVEMENT INDICATED THUS:

FOR INDEX OF SHEETS SEE SHEET 2

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

DIRECTOR OF PROGRAM DEVELOPMENT

J.U.L.I.E.: JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION (800) 892-0123 or 811

CONTRACT NO.: 62F88

form date: 4/19/2001, rev 2/13/13

s:lcontracts-maintenance\contract plans\62f88 rp\62f88 cover-rp.docx

PROJECT MANAGER: ISSAM RAYYAN PROJECT ENGINEER: J. ALAIN MIDY (847) 221-3056

			TOTAL	SHEET
ROUTE	SECTION	COUNTY	SHEETS	NUMBER
VARIOUS	2017-0531	VARIOUS	18	2

INDEX OF SHEETS

- 1 COVER SHEET
- 2 INDEX OF SHEETS
- 3 GENERAL NOTES
- 4 STATE STANDARDS
- 5 6 SUMMARY OF QUANTITIES
- 7 8 ENTRANCE RAMP AND CLOSURE DETAILS (TC-8)
 - 9 SINGLE LANE WEAVE (MODIFIED)(TC-9)
 - 10 TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS (MODIFIED)(TC-10)
 - 11 TRAFFIC CONTROL AND PROTECTION AND TURN BAYS (TO REMAIN OPEN TO TRAFFIC) (MODIFIED)(TC-14)
- 12 13 TRAFFIC CONTROL FOR SHOULDER CLOSURES AND PARTIAL RAMP CLOSURES (MODIFIED)(TC-17)
 - 14 DETOUR SIGNING FOR CLOSING STATE HIGHWAYS (TC-21)
 - 15 ARTERIAL ROAD INFORMATION SIGN (TC-22)
- 16 17 TRAFFIC CONTROL DETAILS FOR FREEWAY CENTER LANE CLOSURE, SHOULDER LANE (TC-25)
 - 18 DRIVEWAY ENTRANCE SIGNING (TC-26)

 ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER
VARIOUS	2017-0531	VARIOUS	18	3

GENERAL NOTES

1.	THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ACCESS TO ABUTTING PROPERTY
	AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT.

2.	THE "ARTERIAL	ROAD INFO	RMATION SIG	N (TC-22)"	IS APPLICABLE	ONLY TO	ARTERIAL
	ROADS AND SHA						

			TOTAL	SHEET
ROUTE	SECTION	COUNTY	SHEETS	NUMBER_
VARIOUS	2017-0531	VARIOUS	18	4

STATE STANDARDS

701006-05	Off Road Operations, 2L, 2W, 15' to 24" From Pavement Edge
701101-05	Off Road Operations, Multilane, 15' to 24" From Pavement Edge
701301-04	Lane Closure, 2L, 2W, Day Only On-Road to 24" Off-Road for Speeds ≥ 45 MPH
701400-09	Approach to Lane Closure, Freeway/Expressway
701401-10	Lane Closure, Freeway/Expressway
701406-11	Lane Closure, Freeway/Expressway, Day Operation Only
701411-09	Lane Closure, Multi-Lane, at Entrance or Exit Ramp, for Speeds ≥ 45 mph
701422-09	Lane Closure, Multi-Lane, for Speeds ≥ 45 mph to 55 mph
701431-12	Lane Closure, Multi-Lane, Undivided with Crossover, for Speeds ≥ 45 mph to 55 mph
701446-08	Two Lane Closure, Freeway/Expressway
701502-07	Urban Lane Closure, 2L, 2W with Bidirectional Left Turn Lane
701601-09	Urban Lane Closure, Multi-Lane, 1W or 2W with Non-Traversable Median
701602-08	Urban Lane Closure, Multi-Lane, 2W with Bidirectional Left Turn Lane
701606-10	Urban Lane Closure, Multi-Lane, 2W with Mountable Median
701701-10	Urban Lane Closure, Intersection
701801-06	Lane Closure, Multilane, 1W or 2W, Crosswalk or Sidewalk Closure
701901-06	Traffic Control Devices

ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER_
VARIOUS	2017-0531	VARIOUS	18	5

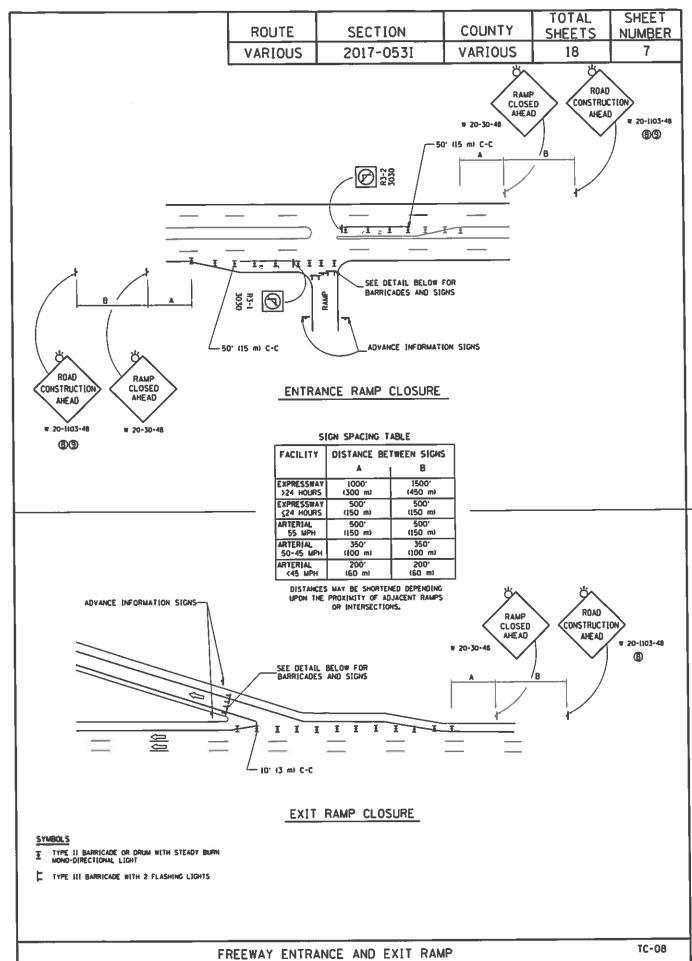
SUMMARY OF QUANTITIES

URBAN

		Const	ruction Type Code 0021 V
PAY ITEM	DESCRIPTION	UNIT	TOTAL
70100205	Traffic Control and Protection, Standard 701401	Each	200
70100315	Traffic Control and Protection, Standard 701422	Each	10
70100350	Traffic Control and Protection, Standard 701101	Each	5
70100400	Traffic Control and Protection, Standard 701431	Each	5
70100420	Traffic Control and Protection, Standard 701411	Each	15
70100430	Traffic Control and Protection, Standard 701446	Each	80
70100701	Traffic Control and Protection, Standard 701406	Each	10
70102624	Traffic Control and Protection, Standard 701502	Each	5
70102626	Traffic Control and Protection, Standard 701606	Each	5
70102631	Traffic Control and Protection, Standard 701601	Each	10
70102633	Traffic Control and Protection, Standard 701602	Each	5
70102637	Traffic Control and Protection, Standard 701701	Each	5
70102642	Traffic Control and Protection, Standard 701801	Each	5
X7010240	Traffic Control Surveillance (Special)	Cal Da	5

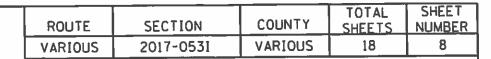
7				TOTAL	SHEET
	ROUTE	SECTION	COUNTY	SHEETS	NUMBER_
	VARIOUS	2017-0531	VARIOUS	18	6

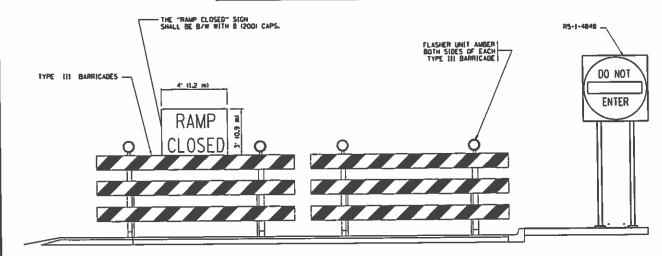
PAY ITEM	DESCRIPTION	UNIT	TOTAL
X7010808	Traffic Control and Protection, Standard TC8	Each	150
X7010809	Traffic Control and Protection, Standard TC9	Each	25
X7010810	Traffic Control and Protection, Standard TC10	Each	5
X7010814	Traffic Control and Protection, Standard TC14	Each	5
X7010817	Traffic Control and Protection, Standard TC17	Each	5
X7010826	Traffic Control and Protection, Standard TC25	Each	5
X032.0582	Barricades, Type I	Each	500
X0320581	Drums	Each	1000
X032 0583	Barricades, Type II	Each	100
X032.0584	Directional Indicator Barricades	Each	100
X0320585	Vertical Barricades	Each	100
Z0002750	Barricades, Type III	Each	50
X0320586	Flexible Delineators	Each	100
Z0030850	Temporary Information Signing	Sq Ft	2000
X7010237	Changeable Message Sign (Special)	Cal Da	30
X8570001	Smart Traffic Monitoring System	Cal Da	30
20008759	Call Out	Each	6



CLOSURE DETAILS

SHEET 1 OF 2





DETAIL FOR REQUIRED BARRICADES & SIGNS

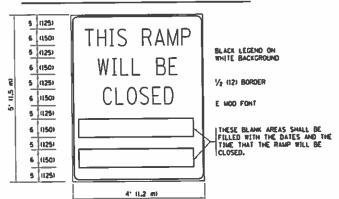
RAMP CLOSURE ADVANCE WARNING SIGN



BLACK LEGEND ON ORANGE BACKGROUND MOUNTED DIACONALLY E MOD FONT L (25) BORDER

THESE SIGNS ARE REQUIRED ON ALL THE EXIT GUIDE SIGNS FOR EXIT RAMPS THAT WILL BE CLOSED FOR MORE THAN FOUR (4) CONSECUTIVE DAYS.

RAMP CLOSURE ADVANCE INFORMATION SIGN



THESE SIGNS ARE REQUIRED ON BOTH SIDES OF THE RAMP, MINIMUM OF 1 WEEK IN ADVANCE OF THE CLOSURE.

THESE SIGNS SHALL BE FABRICATED AND PAID FOR ACCORDING TO THE TEMPORARY INFORMATION SIGNING SPECIAL PROVISION

GENERAL NOTES:

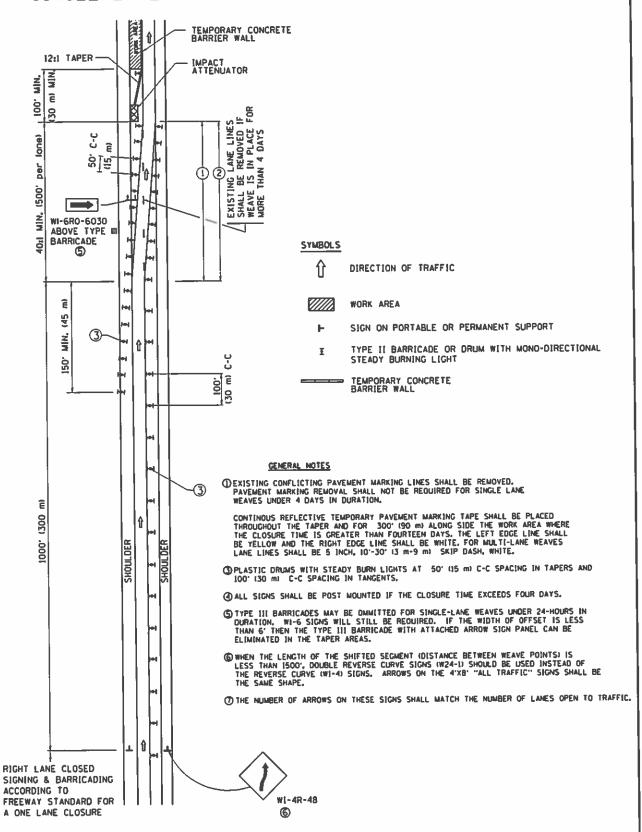
- O COMES MAY BE SUBSTITUTED FOR DRUMS OR TYPE II BARRICADES DURING DAY OPERATIONS. COMES SHALL BE A MINIMUM OF 28 (700) HIGH.
- (2) STEADY BURN LIGHTS WILL NOT BE REQUIRED FOR DAY OPERATIONS.
- 3 A FLAGGER SMALL BE POSITIONED AT EACH CLOSED RAMP THAT 15 OPEN TO CONSTRUCTION VEHICLES, PRECEEDED BY A M20-7 FLAGGER WARNING SIGN.
- ALL ROUTE MARKERS AND TRAILBLAZER ASSEMBLIES WHICH
 DIRECT MOTORISTS TO A CLOSED ENTRANCE RAMP SHALL BE
 COVERED WHEN THE RAMP IS CLOSED FOR MORE THAN FOUR (4) DAYS.
- THE SIGNING AND BARRICADING WHICH IS REQUIRED BY THIS DETAIL SHALL BE INCLUDED IN THE COST OF TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS).

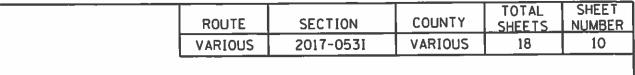
- 6 AUTHORIZATION FROM THE DISTRICT'S BUREAU OF TRAFFIC IS REQUIRED FOR ALL NAMP CLOSURES.
- (1) THE RAMP CLOSURE ADVANCE INFORMATION SIGNS SHALL BE ERECTED IF THE CLOSURE TIME EXCEEDS TRENTY-FOUR (24) HOURS, ADDITIONAL ADVANCE WARNING SIGNS ON EXIT CUIDE SIGNING WILL BE REQUIRED FOR EXIT RAMP CLOSURES THAT EXCEED FOUR (4) DAYS IN LENGTH
- (B) ROAD CONSTRUCTION AMEAD SIGMS MAY BE OMITTED THEM THIS DETAIL IS USED IN COMMINCTION WITH OTHER TRAFFIC CONTROL THAT ALREADY INCLUDES A ROAD CONSTRUCTION AMEAD SIGN.
- (9) ARTERIAL ROAD CONSTRUCTION AWEAD SIGNS SHALL BE INSTALLED ON THE LEFT SIDE OF TRAFFIC IF THE MEDIAN IS MORE THAN 10 FT WIDE.

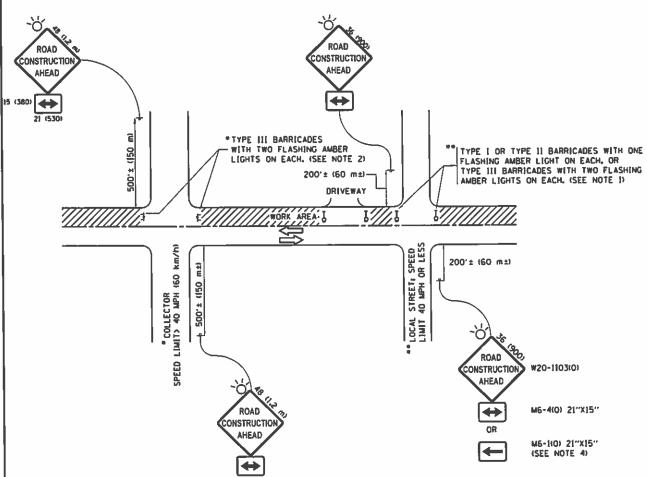
ALL DIMENSIONS ARE IN INCHES (MILLIMETERS)
UNLESS OTHERWISE SHOWN

ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER
VARIOUS	2017-0531	VARIOUS	18	9

SINGLE LANE WEAVE







NOTES:

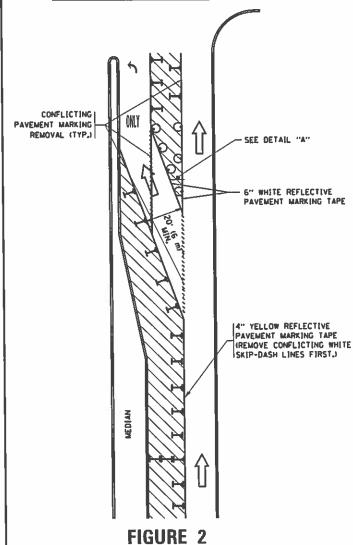
- 1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - O) ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
 - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I. TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
- 2. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (GO km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - O) ONE "ROAD CONSTRUCTION AMEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
 - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
- 3. COMES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. COMES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
- 4. WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (MG-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (MG-4).
- 5. WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S), THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
- G. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED.

All dimensions are in inches (millimeters) unless otherwise shown.

TC-10

I	ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER
Ì	VARIOUS	2017-0531	VARIOUS	18	11

TURN BAY ENTRANCE WITHIN A LANE CLOSURE



R3-1100L 24 x 24 (600 x 600) M6-2L 21 x 15 (530 x 380) STABILIZE SIGN SUPPORT WITH SANDBAGS AS NECESSARY

DETAIL A

- A) WHEN "L" IS < THE STORAGE LENGTH OF THE TURN LANE (AS SHOWN IN FIG. I). USE FIGURE 1.
- B) WHEN 'L" IS > THE STORAGE LENGTH OF THE TURN LAME OR THE TURN LAME IS WITHIN THE LAME CLOSURE. USE FIGURE 2.

COMES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. COMES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.

LIGHTS WILL NOT BE REQUIRED ON BARRICADES OR DRUMS FOR DAY OPERATIONS. ALL LIGHTS SHALL BE MONODIRECTIONAL.

REFLECTIVE TEMPORARY PAVEMENT MARKINGS SHALL BE PLACED THROUGHOUT THE BARRICADED AREAS OF EACH TURN BAY AS SHOWN WHERE THE CLOSURE TIME IS GREATER THAN FOURTEEN (14) DAYS.

THIS APPLICATION ALSO APPLIES WHEN WORK IS BEING PERFORMED IN THE RIGHT LAME(S) AND THE RIGHT TURN BAY IS TO REMAIN OPEN. UNDER THIS CONDITION, "RIGHT TURN LAME" R3-1100R 24×24 (600 \times 600) AND M6-2R 21×15 (530 \times 380) SHALL BE USED.

THESE CONTROLS SHALL SUPPLEMENT MAINLINE TRAFFIC CONTROL FOR LANE CLOSURES.

THE SIGNS SHALL BE MOUNTED ABOVE THE BARRICADES/DRUMS ON SEPARATE SIGN SUPPORTS THAT MEET NCHRP 350 OR MASH PREQUIREMENTS.

TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC) SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

All dimensions are in inches (millimeters) unless otherwise shown.

LEGEND



WORK AREA



LANE OPEN TO TRAFFIC

TYPE 1 OR 11 BARRICADE WITH STEADY BURN LIGHT

Q

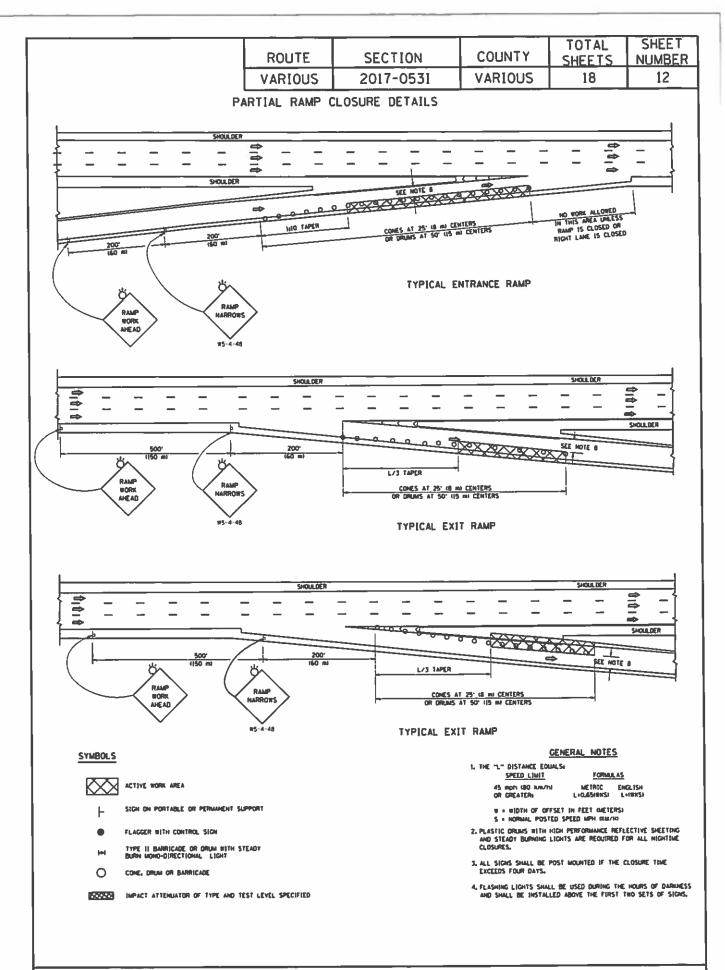
DRUM WITH STEADY BURN LIGHT

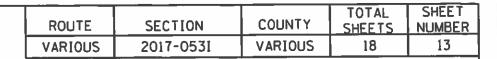
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DRUM WITH SIGN (WITH OPTIONAL FLASHING

н

TYPE I OR 11 CHECK BARRICADE WITH FLASHING LIGHT

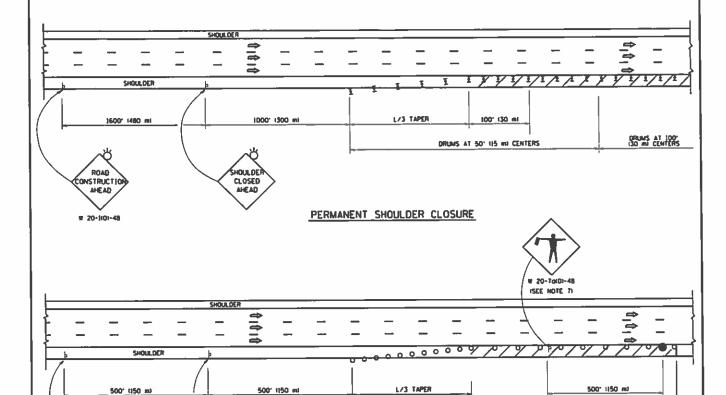




SHOULDER CLOSURE DETAILS

SHOULDER

CLOSED



DAYTIME SHOULDER CLOSURE

COMES OR DRUM AT 25' (8 m) CENTERS

- 5. THE IMPACT ATTENTUATOR, TEMPORARY IS NOT REQUIRED WHEN THE TEMPORARY CONCRETE BARRIER WALL IS PROTECTED BY OR IS TIED INTO THE EXISTING GUARDRAIL, IF OFFSET IS LESS THAN 5 FEET USE MARROW USE TYPE DEVICE TO MEET MCHPP350/MASH.
- 6. AUTHORIZATION FROM THE DISTRICT'S BUREAU OF TRAFFIC IS REQUIRED FOR ALL FREEWAY CLOSURES.
- 7. THE FLAGGER AND FLAGGER SICH ARE REQUIRED AT THE ABOVE WORK SITES WHEN.

 Q. FOUR OR MORE WORK VEHICLES ENTER THE TRAFFIC LAMES
 - GUR OR MORE WORK VEHICLES ENTER THE TRAFFIC LAMES IN A ONE HOUR PERIOD.
 THE WORK AVTIVITY REQUIRES FREQUENT ENCROACHMENT
 - INTO THE LAME OPEN TO TRAFFIC.

 THE FLAGGER SHALL BE STATIONED APPROXIMATELY 100' 130 ml
 TO 200' 160 ml IN ADVANCE OF THE WORKERS.
- 8. 12" MIN. WIDTH TANGENT SECTION. 16" MIN. WIDTH CURVE SECTION.

ROAD CONSTRUCTION

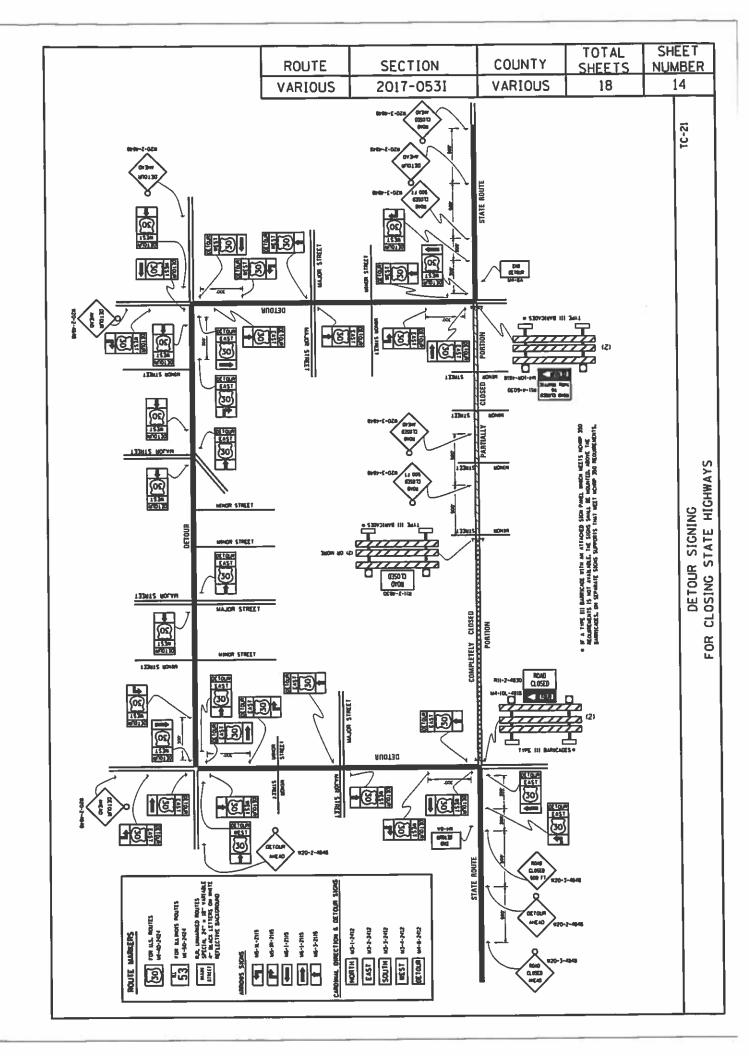
W 20-1103(0)-48

ALL DIMENSIONS ARE IN INCHES MILLIMETERS UNLESS OTHERWISE SHOWN.

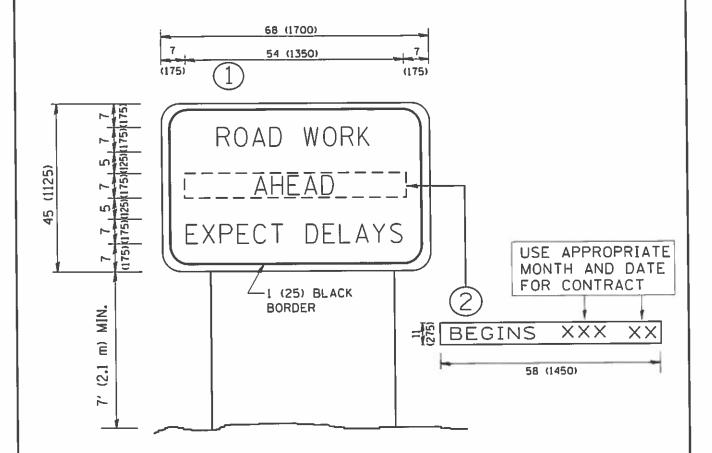
CONES OR DRUMS AT 50" (15 m) CENTERS

1. VEHICLES, EQUIPMENT, MORKERS OR THEIR ACTIVITIES ENCROACH IN AN AREA CLOSER THAN 15' (4.5 m) TO THE EDGE OF PAVEMENT FOR A PERIOD IN EXCESS OF 15 MINUTES.

THIS DETAIL IS USED WHERE!



ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER
VARIOUS	2017-0531	VARIOUS	18	15

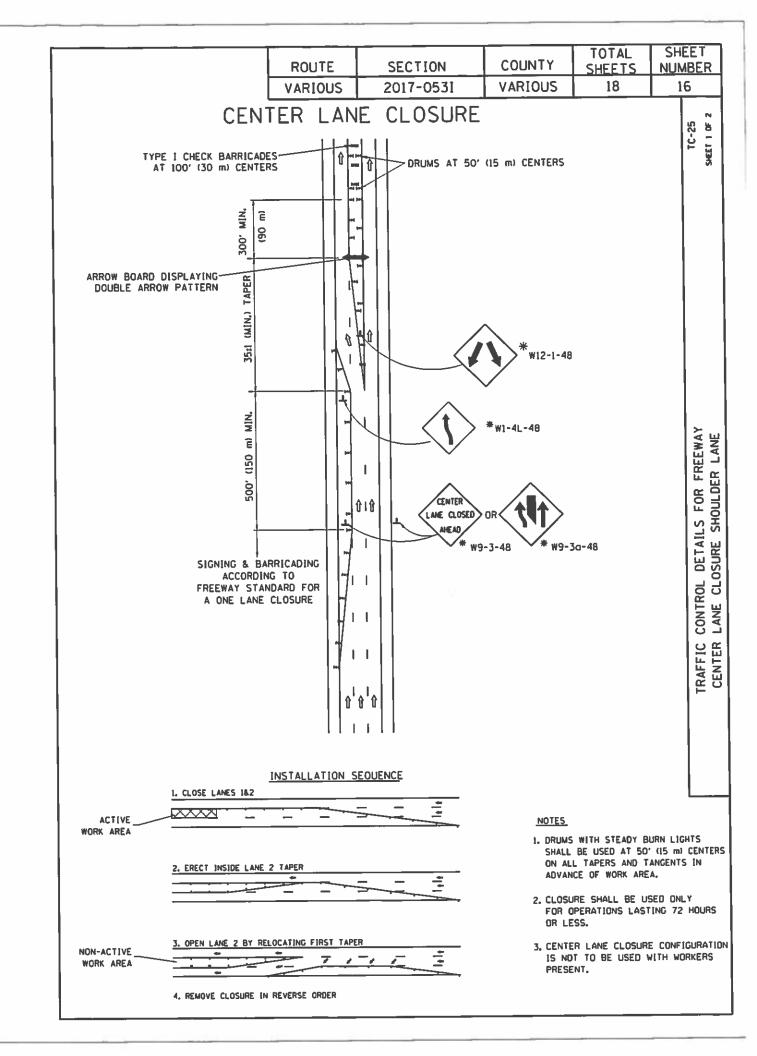


NOTES:

- 1. USE BLACK LETTERING ON ORANGE BACKGROUND.
- 2. ERECT SIGNS IN ADVANCE OF THE LOCATION FOR THE "ROAD CONSTRUCTION AHEAD" SIGN AT LOCATIONS AS DIRECTED BY THE ENGINEER.
- 3. ERECT SIGN () WITH INSTALLED PANEL (2) ONE WEEK PRIOR TO THE START OF CONSTRUCTION.
- 4. REMOVE PANEL @ SOON AFTER THE START OF CONSTRUCTION.
- 5. SEE SPECIAL PROVISION FOR "TEMPORARY INFORMATION SIGNING" FOR ADDITIONAL INFORMATION.
- 6. ONE SIGN ASSEMBLY EQUALS 25.70 SO. FT. (2.3 SQ. M.)
- 7. SHALL BE PAID FOR AS TEMPORARY INFORMATION SIGNING.

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

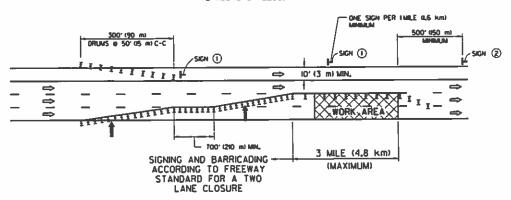
ARTERIAL ROAD INFORMATION SIGN

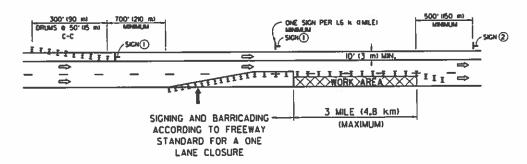


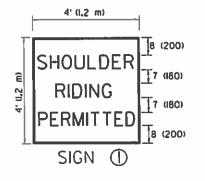
ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER
VARIOUS	2017-0531	VARIOUS	18	17

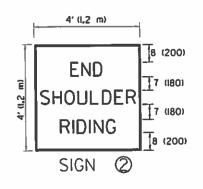
SHOULDER LANE

NOTE: CLOSURE SHALL BE USED ONLY FOR OPERATIONS LASTING 72 HOURS OR LESS.









6 050) SERIES "C" LEGENO BLACK LEGENO WHITE REFLECT, BACKGROUNO 1(25) BORDER

SYMBOLS

- DIRECTION OF TRAFFIC
- **ARROWBOARD**



- SIGN ON PORTABLE OR PERMANENT SUPPORT *
- TYPE HEARRICADE, OR DRUM WITH MONO-DIRECTIONAL STEADY BURN LIGHT

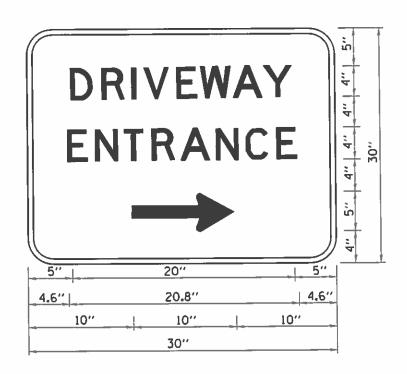
ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN

* ALL SIGNS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5' (1,5 m).

TRAFFIC CONTROL DETAILS FOR FREEWAY CENTER LANE CLOSURE SHOULDER LANE

TC-25 SHEET 2 OF 2

ROUTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NUMBER
VARIOUS	2017-0531	VARIOUS	18	18



3.0" RADIUS, 0.5" BORDER, WHITE ON GREEN; REFLECTORIZED "DRIVEWAY" D; "ENTRANCE" D; STANDARD ARROW CUSTOM 12.0" × 5.0"

NOTES:

- 1. HALF OF THE SIGNS WILL REQUIRE A LEFT HAND FACING ARROW.
- 2. TWO SIGNS SHALL BE USED AT EACH COMMERCIAL ENTRANCE PLACED BACK-TO-BACK: ONE WITH A RIGHT HAND ARROW (SHOWN) SHALL BE PLACED ON THE NEAR RIGHT SIDE THE DRIVEWAY AND ONE WITH A LEFT HAND ARROW SHALL BE PLACED ON THE FAR LEFT SIDE OF THE DRIVEWAY.
- 3. SIGNS TO BE PAID FOR AS ITEM "TEMPORARY INFORMATION SIGNING".