

76

June 15, 2018 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 76L50
Various Counties
Section DIST 8 GUARDRAIL 2019-1
Various Routes
District 8 Construction Funds**

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)



1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. June 15, 2018 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.

2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 76L50
Various Counties
Section DIST 8 GUARDRAIL 2019-1
Various Routes
District 8 Construction Funds**

Guardrail and cable rail repair at various locations throughout District 8.

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

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

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

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

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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 Dist 8 Guardrail 2019-1; Various Counties; Contract No. 76L50 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This work is located on various State maintained routes district wide in Calhoun, Greene, Jersey, Madison, Bond, Clinton, St. Clair, Monroe, Marion, Washington, and Randolph Counties.

DESCRIPTION OF PROJECT

The work to be completed under this contract consists of repairing, replacing or upgrading existing damaged steel plate beam guardrail, traffic barrier terminals, impact attenuators, median cable and all associated appurtenances on a work order basis. Guardrail shall be repaired or replaced in accordance with the details and standards in the plans as directed by the Resident Engineer/Technician.

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

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

PAYROLL AND STATEMENT OF COMPLIANCE:

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

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.

2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file and email to the District at the email address designated by the District EEO Officer.

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

WEEKLY DBE TRUCKING REPORT:

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

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

MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

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

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

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

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

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

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

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

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

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

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

This Special Provision must be included in each subcontract agreement.

ALL HARD COPY FORMS TO BE SUBMITTED TO:

Region 5 Engineer
Illinois Department of Transportation
ATTN: EEO/LABOR OFFICE
1102 Eastport Plaza Drive
Collinsville, IL 62234-6198

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

COMPLETION DATE

The contract is to run from the date of execution of the contract through August 31, 2019. All work on this contract shall be completed by August 31, 2019.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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

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

701001	701006	701011	701101	701106	701201
701301	701400	701406	701421	701426	701428
701456	701501	701502	701601	701602	701606
701701	701901				

In addition, the following Special Provision(s) will also govern traffic control for this project:

- Construction and Maintenance Sign Supports
- Work During Peak Hours
- Penalty During Peak Hours
- Work Zone Lane Closure Request
- Automated Flagger Assistance Device
- Traffic Control Setup and Removal Freeway/Expressway

Method of Measurement and Basis of Payment. The appropriate Traffic Control and Protection Standard shall be used at the work location as stated on the Work Order. Traffic Control and Protection Standards 701201, 701501, 701502, 701601, 701602, 701606, and 701701 will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION, CALL OUT WORK. Traffic Control and Protection Standards 701406, 701421, 701426, 701428, and 701456 will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION, FREEWAY/EXPRESSWAY, CALL OUT WORK.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 701901 except as herein modified.

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

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

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

PROSECUTION OF THE WORK

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

CONTROL OF WORK

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

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

FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES

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

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

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

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

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

WORK DURING PEAK HOURS

Contractor will be permitted to work on any day from dawn to dusk unless work requires a lane restriction in a high volume area in which work may be restricted to non-rush hours.

Due to extremely high volume of traffic and on-going construction work on the Metro-St. Louis area river bridges and approaches and urban interstates, the following traffic control restrictions shall apply.

The Contractor shall have all lanes of traffic open during peak hours in the appropriate direction. The Contractor will not be allowed to conduct any type of operation in the open lanes, ramps or any type of operation that would impede the flow of traffic during peak hours. Peak hours are defined as:

I-55 (PSB to IL 143)	6:00 a.m. to 9:00 a.m. SB	3:00 p.m. to 6:00 p.m. NB
I-70 (SMB to IL 4)	6:00 a.m. to 9:00 a.m. WB	3:00 p.m. to 6:00 p.m. EB
I-64 (PSB to IL 4)	6:00 a.m. to 9:00 a.m. WB	3:00 p.m. to 6:00 p.m. EB
I-270	6:00 a.m. to 9:00 a.m. WB	3:00 p.m. to 6:00 p.m. EB
I-255	6:00 a.m. to 9:00 a.m.	3:00 p.m. to 6:00 p.m.
IL 15 (PSB to IL 159)	6:00 a.m. to 9:00 a.m. WB	3:00 p.m. to 6:00 p.m. EB
IL 3 (Waterloo to PSB)	6:00 a.m. to 9:00 a.m. NB	3:00 p.m. to 6:00 p.m. SB
IL 3 (PSB to I-270)	6:00 a.m. to 9:00 a.m.	SB 3:00 p.m. to 6:00 p.m. NB
Mississippi River Bridges	6:00 a.m. to 9:00 a.m. WB	3:00 p.m. to 6:00 p.m. EB

PSB is the Poplar Street Bridge
SMB is the Stan Musial Veterans Memorial Bridge

For all routes not listed above, the peak hours shall be determined by the Resident Engineer/Technician and will be noted on the Work Order.

PENALTY DURING PEAK HOURS

If the Contractor fails to have all lanes of traffic open during the peak hour for traffic or conducts operations that will impede the flow of traffic during peak hours, a monetary penalty shall be assessed to the Contractor. The penalty shall be \$500 for each 15-minute period or a portion thereof during the peak hours.

WORK ZONE LANE CLOSURE REQUEST

The Contractor will submit a lane closure request form for the work in the areas above. The IDOT Resident Engineer/Technician shall submit a work zone lane closure request to the Department before 2:00 p.m. the day before the closure will be implemented. The Department will review the request and will either approve or reject the request. If the Department rejects the request, the Contractor will not be allowed to implement the work zone.

All personnel, equipment and all traffic control shall be removed from lanes during the Peak Hours and no additional compensation shall be allowed for meeting these requirements.

Conformance to these traffic control and protection standards shall not be paid for as separate item, but shall be considered included in the cost of the contract.

The Contractor must notify Resident Engineer/Technician at (618) 394-2167 or other phone number or email as coordinated with the Resident Engineer/Technician of the scheduling of work one workday prior to repair. The jobs should be listed in order of repair. A penalty of the loss of traffic control value for the project will be assessed if work is started prior to notification. If no traffic control is associated with the project, a penalty of \$100 will be assessed for each start of work prior to notification. Verification of telephone contact may be made by facsimile machine to District Headquarters, Bureau of Operations, at Fax Number (618) 346-3266.

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

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

WORK ZONE LANE CLOSURE REQUEST

Must be called in to Jane Morgando (618-394-2162) or fax (618-394-2196) to IDOT by 2:00 P.M. for daytime closure (1:00 PM Friday for Sat, Sun, & Mon closures), 11:00 AM for same night.
DO NOT COMBINE CLOSURES USE INDIVIDUAL SHEETS FOR EACH HIGHWAY

Date(s) of Closure Night

>>> * Use tomorrow's date if closure is after 4 P.M. <<<

<-> HIGHWAY & DIRECTION <->

<input type="checkbox"/> I 55/70 <input type="checkbox"/> I 64 <input type="checkbox"/> I 70 <input type="checkbox"/> I 255 <input type="checkbox"/> I-270 <input type="checkbox"/> IL 3 <input type="checkbox"/> IL 15 <input type="checkbox"/> MLK Bridge	<input type="checkbox"/> EB <input type="checkbox"/> WB <input type="checkbox"/> EB <input type="checkbox"/> WB <input type="checkbox"/> EB <input type="checkbox"/> WB <input type="checkbox"/> NB <input type="checkbox"/> SB <input type="checkbox"/> EB <input type="checkbox"/> WB <input type="checkbox"/> NB <input type="checkbox"/> SB <input type="checkbox"/> EB <input type="checkbox"/> WB <input type="checkbox"/> EB <input type="checkbox"/> WB	<input type="checkbox"/> POPLAR ST. COMPLEX <input type="checkbox"/> I 55/70 (Mainline) <input type="checkbox"/> EB <input type="checkbox"/> WB <input type="checkbox"/> WB C-D <input type="checkbox"/> EB C-D <input type="checkbox"/> Ramp 'G' Main St. to WB C-D <input type="checkbox"/> Ramp 'S' WB C-D to Tudor <input type="checkbox"/> Ramp 'D' EB C-D to Tudor <input type="checkbox"/> Ramp 'H' EB C-D to 4 th St. <input type="checkbox"/> Ramp 'A' Tudor West to PSB <input type="checkbox"/> Ramp 'M' North to PSB <input type="checkbox"/> Ramp 'P' North to EB C-D <input type="checkbox"/> Ramp 'O' WB C-D to IL 3 South <input type="checkbox"/> Ramp 'N' EB C-D to IL 3 South
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LOCATION:		FROM		To:	
------------------	--	------	--	------------	--

LANES: <<Left In. to Right In>> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5/6	SHOULDER <input type="checkbox"/> Left <input type="checkbox"/> Right	RAMPS <input type="checkbox"/> Full <input type="checkbox"/> Exit <input type="checkbox"/> Partial (1/2) <input type="checkbox"/> Entrance
<input type="checkbox"/> MOVING	<input type="checkbox"/> STATIONARY	

TIMES: From: _____ A.M. / P.M. To: _____ A.M. / P.M.

From: _____ A.M. / P.M. To: _____ A.M. / P.M.

CLOSURE DESCRIPTION			
	LANE#	M	M
	LANE#	M	M
	LANE#	M	M
	LANE#	M	M
CONTRACTOR/YARD:			
TRAFFIC CONTROL BY:			
SUBMITTED BY:			

PHONE NO:	FAX NO:
MOBILE NO:	PAGER NO:

Peak Hour Restrictions; Two (2) Lanes shall remain open at all times

I 55/70, I 64, I 270, MLK Bridge	6:00 a to 9:00a WB	3:00p to 6:00p EB
I 255 from I 270 to JB Bridge	6:00a to 9:00a NB&SB	3:00p to 6:00p NB&SB
Ill. 3 from Ill.158 to I 270	6:00a to 9:00a NB&SB	3:00p to 6:00p NB&SB
Ill. 15 from Ill. 159 to Missouri	6:00a to 9:00a WB	3:00p to 6:00p EB

INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are approximate and include items necessary to repair existing damaged guardrail.

The quantities in the Summary of Quantities may be increased, decreased or deleted. Adjustments in contract unit prices shall 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. Before any payment for work is authorized, for a given work order, all repairs must be completed satisfactorily and the guardrail installation must be functional as intended.

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

WORK ORDER

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

The Contractor shall contact the Resident Engineer/Technician by telephone no later than 7:00 AM each work day, or at another time specified by the Resident Engineer/Technician, to coordinate and obtain approval for daily work. The Contractor shall not revise the sequence of daily planned work without the Resident Engineer/Technician's approval. The Contractor shall contact the Resident Engineer/Technician on Monday through Friday, and at least 24 hours in advance of Saturday, Sunday or holiday work.

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

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

Any work order may be canceled at the Resident Engineer/Technician's discretion.

After the work is completed, inspected and accepted, the work order will be signed and dated by the Resident Engineer/Technician. The Contractor will be given one copy of the work order for their records.

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



PROJECT IDENTIFICATION SHEET

Claim #: C-12 Date: _____
 Location: _____

County: _____
 Appr. Shoulder Width: _____



- TRAFFIC CONTROL
- | | | | |
|--------|--------------------------|---------------|--------------------------|
| 701421 | <input type="checkbox"/> | 701201 | <input type="checkbox"/> |
| 701408 | <input type="checkbox"/> | 701701 | <input type="checkbox"/> |
| 701101 | <input type="checkbox"/> | No Work 6-9AM | <input type="checkbox"/> |
| 701426 | <input type="checkbox"/> | No Work 3-6PM | <input type="checkbox"/> |

ITEM CODE	QUANTITY	UNIT COST	TOTAL	DESCRIPTION OF WORK
				GUARDRAIL BLOCKS
				RAIL ELEMENT PLATES
				TRAFFIC BARRIER TERM TYPE 1 SPL (FLARED)
				REPAIR T.B. TYPE 1 SPECIAL - POST
				REPAIR T.B. TYPE 1 SPL. RAIL ELEMENT PLATE
				TRAFFIC BARRIER TERM. TYPE 5
				SINGLE END SECTION
				TRAFFIC BARRIER TERM TYPE 1B
				STEEL POST
				STEEL POST, ATTACHED TO STRUCTURE
				STEEL POST (SPECIAL)
				REMOVAL/REINSTALLATION OF EXISTING IMPACT ATT
				REPAIR T.B. TERM. TYPE 1 SPL (TANGENT)
				REPAIR T.B. TERM TYPE 2
				FURNISHING AND INSTALLING EXTRUDER HEAD
				CABLE GUARD POST
				HIGH TENSION CABLE POST REPAIR
				REPAIR HIGH TENSION CABLE
				MEDIAN CABLE
				TRAFFIC BARRIER TERM TYPE 2
				REPLACE HIGH TENSION CABLE GUARDPOST FOUNDATION
				LOCATE UNDERGROUND CABLE SPECIAL
				ADDITIONAL WARNING LIGHTS BILLED <input checked="" type="radio"/> Yes <input type="radio"/> No
TOTAL:				

Note: All miscellaneous nuts, bolts, hardware, etc. are assumed required, and incidental.

Office Use Only

Survey _____
 Completed _____ Accepted _____ By _____

CLASS OF WORK

1. Priority Work

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

The location of guardrail and appurtenances to be repaired as priority work shall be determined by the Resident Engineer/Technician and may be required at any time.

2. Regular Work

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

COMPLETION TIME FOR WORK ORDERS

The Contractor shall schedule his/her operations in order to complete a Priority Work Order within five (5) calendar days after the date issued.

The Contractor shall schedule his/her operations in order to complete a Regular Work Order within twenty (20) calendar days after the date issued unless other arrangements are made that are agreeable to the Resident Engineer/Technician.

CALENDAR DAYS

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four (24) hours later.

A calendar day will be charged for every day shown on the calendar except as follows:

- a) When the temperature, as officially reported by the Bureau of Operations in District 8, reaches zero degrees Fahrenheit or below during any portion of that day.
- b) When weather conditions, emergency conditions and/or unforeseen highway operational reasons prevent shoulder or lane closures required for the work.
- c) When the Contractor requests and is denied approval from the Department for lane, ramp and shoulder closures required for the work.
- d) During any legal holiday period as defined in Article 107.09 of the Standard Specifications for Road and Bridge Construction.

The Contractor shall petition the Resident Engineer/Technician in writing within 48 hours for each non-chargeable calendar day request. Failure to petition in time shall be just cause to deny the petition. Approval of non-chargeable calendar day requests shall be by the sole determination of the Resident Engineer/Technician.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES

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

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

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

THE CONTRACTOR'S LIABILITY

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

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

PROTECTION FOR DAMAGED LOCATIONS

The Contractor shall be required to install and maintain barricades with flashing lights at priority work locations that have not been repaired within 48 hours after the date of the issuance of the work order.

The Department will initially have barricades installed at the priority work locations and the Contractor will have the option to assume the cost of these rented barricades after the 48 hours referred to above or have the barricades replaced with others. If the Contractor fails to exercise either of the above options, he shall be liable to the Department in the amount of \$1.40 per barricade per day, not as a penalty but as liquidated damages.

REALIGNING POSTS

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

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

REMOVAL OR REPAIR OF GUARDRAIL

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

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

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

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

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

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

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

FINAL CLEAN UP

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

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

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

CONTRACTOR CONTACTS

The Contractor shall furnish a cellular phone with "Hands Free" capabilities which shall meet the approval of the Resident Engineer/Technician. The Contractor shall also provide the Resident Engineer/Technician with a digital camera as needed by the Resident Engineer/Technician. The cost of the above items shall be included in the contract unit price for the pay items involved and no additional compensation will be allowed.

CLEARING

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

GUARDRAIL BLOCKS

This work shall consist of removing and replacing existing damaged guardrail block-outs. This work shall be done as directed by the Resident Engineer/Technician and according to Sections 630 and 632 of the Standard Specifications and details in the plans.

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

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

This work shall be paid for at the contract unit price per each for GUARDRAIL BLOCKS.

RAIL ELEMENT PLATES

This work shall consist of removing all sections of damaged rail element plates including all associated hardware, and furnishing and installing new rail elements including all necessary hardware. This work shall be done as directed by the Resident Engineer/Technician and according to Sections 630 and 632 of the Standard Specifications.

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

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

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

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

This work shall be paid for at the contract unit price each for RAIL ELEMENT PLATES.

RAIL ELEMENT PLATES (RADIUS)

This work shall consist of removing all sections of damaged radius rail element plates including all associated hardware, and furnishing and installing new rail elements including all necessary hardware. This work shall be done as directed by the Resident Engineer/Technician and according to Sections 630 and 632 of the Standard Specifications.

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

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

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

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

This work shall be paid for at the contract unit price each for RAIL ELEMENT PLATES (RADIUS).

TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL

This work shall consist of removal and disposal of existing traffic barrier terminals and furnishing and installing a Traffic Barrier Terminal Type 1, Special of the type specified.

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

The Contractor shall completely remove any guardrail necessary to accommodate the new Traffic Barrier Terminal Type 1, Special. The Engineer/Technician (or Inspector) will make this determination and inform the Contractor prior to commencing repairs. All old posts shall be removed and the remaining holes shall be filled with sand or other suitable material approved by the Resident Engineer/Technician.

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

The Contractor shall install a new Traffic Barrier Terminal, Type 1, Special or Flared as determined by the Resident Engineer/Technician according to Section 631.

The Contractor shall also install a Terminal Marker – Direct Applied according to Standard Specifications for Road and Bridge Construction, except the Terminal Marker – Direct Applied will not be paid for separately.

This work shall be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL TYPE 1, (SPECIAL) TANGENT and for TRAFFIC BARRIER TERMINAL TYPE 1, (SPECIAL) FLARED.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL – POST

This work shall consist of removal and replacement of a damaged post, block and related hardware of a Traffic Barrier Terminal Type 1 Special. This work shall be done as directed by the Resident Engineer/Technician and according to Sections 631 of the Standard Specifications.

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

Soil tubes shall be included in the cost of this item.

This work will be paid for at the contract unit price each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL – POST.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL – RAIL ELEMENT PLATE

This work shall consist of removal and replacement of 25 feet of damaged rail element plate and related hardware of a Traffic Barrier Terminal Type 1, Special. This work shall be done as directed by the Resident Engineer/Technician and according to Sections 631 of the Standard Specifications.

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

This work will be paid for at the contract unit price each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL - RAIL ELEMENT PLATE.

TRAFFIC BARRIER TERMINAL, TYPE 5 & 6

This work shall consist of furnishing and installing a Traffic Barrier Terminal Type 5 or 6 at the locations as specified by the Resident Engineer/Technician according to Section 631 of the Standard Specifications and the details in the plans.

The Contractor shall completely remove existing damaged or undamaged sub-standard, Traffic Barrier Terminal Type 5 or Type 6. All posts, rail element plates and related components of the existing terminal section, as well as any length of the guardrail types needed to accommodate the new Traffic Barrier Type 5 or 6 shall be removed.

The Contractor shall install new Traffic Barrier Terminal Type 5 or 6 and all shims and blocks required by the Resident Engineer/Technician to facilitate proper attachment to structure walls.

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

This work will be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE 5 and TRAFFIC BARRIER TERMINAL, TYPE 6.

SINGLE END SECTION

This work shall consist of removing a damaged steel plate beam guardrail end section or shoe and erecting a new end section or shoe at the same location. Refer to Standard 630001.

The end section is to match the existing and adjacent guardrail as to type and design.

The Contractor shall remove, furnish, and install all bolts, nuts, washers and other hardware necessary to complete the work.

This work shall be paid for at the contract unit price each for SINGLE END SECTION.

TRAFFIC BARRIER TERMINAL, TYPE 2

This work shall consist of removal and disposal of existing traffic barrier terminals and furnishing and installing a Traffic Barrier Terminal, Type 2 at the locations as specified by the Resident Engineer/Technician according to Section 631 of the Standard Specifications and the details in the plans.

The Contractor shall completely remove existing damaged or undamaged terminal section having a minimum length of approximately 12.5 feet and may be as long as 25 feet with a Texas Turndown section. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Resident Engineer/Technician.

The Contractor shall install new Traffic Barrier Terminal, Type 2.

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

This work shall be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE 2.

STEEL POSTS

This work shall consist of removing a damaged guardrail post and erecting a new guardrail post at the same location. Refer to Standard 630001. This work shall be performed as directed by the Resident Engineer/Technician and according to Sections 630 and 632 of the Standard Specifications.

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

The Contractor shall remove, furnish, and install all bolts, nuts, washers and other hardware necessary to complete the work.

This work shall be paid for at the contract unit price each for STEEL POSTS, of the length specified.

STEEL POSTS, SPECIAL

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

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

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

This work shall be paid for at the contract unit price each for STEEL POSTS, SPECIAL.

REMOVE AND REINSTALL EXTRUDER HEAD

The work consists of removing and reinstalling an existing undamaged extruder head at the locations as specified by the Engineer/Technician in accordance with the applicable portions of the Standard Specifications, the plans and this provision.

All hardware used for repairs shall be new. The Contractor may not use existing hardware for repairs.

This work shall also include the reattachment of the cable to the rail, if undamaged, and the tightening of the cable.

This work shall be paid for at the contract unit price per EACH for REMOVE AND REINSTALL EXTRUDER HEAD.

STEEL POSTS, ATTACHED TO STRUCTURES

This work shall consist of removing a damaged guardrail post attached to a structure and erecting a new guardrail post attached to a structure at the same location. Refer to Standard 630101. This work shall be performed as directed by the Resident Engineer/Technician and according to Sections 630 and 632 of the Standard Specifications and the detail in the plans.

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

The Contractor shall remove, furnish and install all bolts, nuts, washers and other hardware necessary to complete the work.

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

REMOVE AND REINSTALL IMPACT ATTENUATORS

This work shall consist of removing and replacing a damaged sand barrel impact attenuator at the locations specified by the Resident Engineer/Technician.

The Contractor shall replace sand barrels in kind with no additional compensation for the amount of sand used in the various types of barrels. The spacer or cone to determine the amount of sand is also included in this pay item.

This work shall be paid for at the contract unit price each for REMOVE AND REINSTALL IMPACT ATTENUATORS.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)

This work shall consist of removing and replacing all damaged components from the approach nose of the terminal and post mounted terminal marker when present, up to and including the second post and the first 25 feet of rail element plate at the locations as specified by the Resident Engineer/Technician and according to Section 631 of the Standard Specifications.

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

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

The existing extruder head shall be reused and reattached to the Traffic Barrier Terminal if undamaged.

If post mounted terminal markers are damaged they shall be repaired and/or replaced as needed.

This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT).

When the extruder impact head is damaged, a new extruder impact head will be paid for separately as EXTRUDER HEAD.

EXTRUDER HEAD

This work shall consist of removal and replacement of a Traffic Barrier Terminal Type 1 Extruder Impact Head as specified by the Resident Engineer/Technician and according to Section 631 of the Standard Specifications.

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

The Contractor shall also install a Terminal Marker – Direct Applied according to Section 725 of the Standard Specifications, except the Terminal Marker – Direct Applied will not be paid for separately.

This work will be paid for at the contract unit price per each for EXTRUDER HEAD.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED) AND TYPE 3A

This work shall consist of removing and replacing all damaged components from the approach nose of the terminal, up to and including the second post and the first 25 feet of rail element plate at the locations as specified by the Resident Engineer/Technician and according to Section 631 of the Standard Specifications.

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

The Contractor shall also install a Terminal Marker – Direct Applied according to Section 725 of the Standard Specifications, except the Terminal Marker – Direct Applied will not be paid for separately.

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

The repair of type 3A shall include repairing an existing C.A.T. system only.

This work will be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED) and REPAIR TRAFFIC BARRIER TERMINAL TYPE 3A.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 2, 5 AND 6

This work shall consist of removing and replacing damaged components of existing Traffic Barrier Terminals Type 2, 5 and 6 at the locations as specified by the Resident Engineer/Technician according to the applicable portions of the Standard Specifications, and Highway Standards 631011, 631026, 631031.

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

This work will be paid for at the contract unit price each for REPAIR TRAFFIC BARRIER TERMINAL, of the type specified.

CABLE GUARD POST

This work shall consist of removing a damaged cable road guard post and erecting a new cable road guard post at the same location. Refer to Standard 636001. This work shall be done as directed by the Resident Engineer/Technician and according to Sections 636 and 632 of the Standard Specifications.

The replacement cable road guard post shall conform to the length, size and type of the original installation of the cable road guard post. If required, reflectors, meeting the manufacturer's specifications for the type of guard post being replaced, or as approved by the Engineer/Technician, shall also be included with the replaced guard post, at a spacing determined by the Engineer/Technician.

Reinstalling and re-tensioning of the cable and all hardware necessary to complete the work including cable splices and turn buckles will not be paid for separately, but shall be included in the contract unit price for the pay items involved.

This work shall be paid for at the contract unit price each for CABLE GUARD POST.

HIGH TENSION CABLE ROAD GUARDPOST

This work shall consist of removing a damaged high tension cable road guardpost and erecting a new high tension cable road guardpost at the same location. This work shall be done as directed by the Resident Engineer/Technician and according to the manufacturer's specifications.

The replacement high tension cable road guardpost shall conform to the length, size and type of the original installation of the high tension cable road guardpost. The Contractor shall be aware that there have been instances where rust has formed on the existing guard post, thus causing adhesion to the sleeve. No additional compensation will be allowed for the removal of the guard post in these instances.

If required, reflectors, meeting the manufacturer's specifications for the type of guardpost being replaced, or as approved by the Resident Engineer/Technician, shall also be included with the replaced guardpost, at a spacing determined by the Resident Engineer/Technician.

Retensioning of the cable will not be paid for separately.

This work shall be paid for at the contract unit price each for HIGH TENSION CABLE ROAD GUARDPOST.

HIGH TENSION CABLE POST REPAIR

This work shall consist of repairing or replacing of all the necessary hardware on a high tension cable posts at locations specified by the Resident Engineer/Technician. This will include all necessary hardware including, but not limited to hairpin and lock plates, J-Bolts and washers at end sections or cable guides.

This work shall be paid for at the contract unit price each for HIGH TENSION CABLE POST REPAIR.

REPLACE HIGH TENSION CABLE GUARDPOST FOUNDATION

This work shall consist of removing a damaged high tension cable guardpost foundation and erecting a new high tension cable guardpost foundation at the same location. This work shall be performed as directed by the Resident Engineer/Technician and according to the manufacturer's specifications.

The proposed high tension cable guardpost foundation shall match the existing as to type, length, and design.

This work shall be paid for at the contract unit price each for REPLACE HIGH TENSION CABLE GUARDPOST FOUNDATION.

HIGH TENSION CABLE SYSTEM MAINTENANCE

This work shall consist of re-connecting median cable and replacing any splices, turnbuckles and anchor fittings as needed in order to re-tension the median cable to the manufacturer's specifications as warranted by the system being repaired at locations specified by the Resident Engineer/Technician.

This work shall be paid for at the contract unit price per each for HIGH TENSION CABLE SYSTEM MAINTENANCE.

MEDIAN CABLE

This work shall consist of installing median cable at locations specified by the Resident Engineer/Technician including all necessary hardware according to the manufacturer's specification as warranted by the existing system being repaired.

This work shall be paid for at the contract unit price per foot for MEDIAN CABLE.

LOCATING UNDERGROUND CABLE, SPECIAL

This work shall consist of locating and marking all state owned buried cable.

The Contractor shall take whatever precautions to protect the underground cable from damage during location and construction operations. In the event that the cable is damaged, the Contractor shall replace the cable in a manner satisfactory to the Resident Engineer/Technician, at his/her own expense.

This work will be paid for at the contract unit price each for LOCATING UNDERGROUND CABLE, SPECIAL.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 105 and Articles 105.07 and 107.39 of the Standard Specifications for Road and Bridge Construction shall apply.

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

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. 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 x 24 in. (600 x 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.

Flagging Requirements. 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.

Basis of Payment. 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:

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

Extended Traffic Control occurs between December 1 and March 31:

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

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

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

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

OCT = Original contract time in calendar days.

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: April 2, 2018

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **15.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

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

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, 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) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

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

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

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

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

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

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

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

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

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

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

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

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

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

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

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

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

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

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

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: August 1, 2017

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

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

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

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

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.

The Contractor shall report all payments made to the following parties:

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

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%”

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012

Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

Method of Measurement: The unit of measurement is in hours.

Basis of Payment: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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