

1

March 9, 2018 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 46474
Various Counties
Section D1 H-T PVMNT MRK RPR 18-36
Various Routes
District 1 Construction Funds**

Plans Included
Herein

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. March 9, 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. 46474
Various Counties
Section D1 H-T PVMNT MRK RPR 18-36
Various Routes
District 1 Construction Funds**

Place various widths of modified urethane, thermoplastic and hot-spray thermoplastic pavement marking line, letter and symbols as specified by individual work orders.

- 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)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
106	Control of Materials	1
403	Bituminous Surface Treatment (Class A-1, A-2, A-3)	2
404	Micro-Surfacing and Slurry Sealing	3
405	Cape Seal	14
420	Portland Cement Concrete Pavement	24
442	Pavement Patching	26
502	Excavation for Structures	27
503	Concrete Structures	29
504	Precast Concrete Structures	32
542	Pipe Culverts	33
586	Sand Backfill for Vaulted Abutments	34
630	Steel Plate Beam Guardrail	36
631	Traffic Barrier Terminals	39
670	Engineer's Field Office and Laboratory	40
701	Work Zone Traffic Control and Protection	41
704	Temporary Concrete Barrier	42
781	Raised Reflective Pavement Markers	44
888	Pedestrian Push-Button	45
1003	Fine Aggregates	46
1004	Coarse Aggregates	47
1006	Metals	50
1020	Portland Cement Concrete	51
1050	Poured Joint Sealers	53
1069	Pole and Tower	55
1077	Post and Foundation	56
1096	Pavement Markers	57
1101	General Equipment	58
1102	Hot-Mix Asphalt Equipment	59
1103	Portland Cement Concrete Equipment	61
1106	Work Zone Traffic Control Devices	63

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	Additional State Requirements for Federal-Aid Construction Contracts	64
2	Subletting of Contracts (Federal-Aid Contracts)	67
3	X EEO	68
4	X Specific EEO Responsibilities Non Federal-Aid Contracts	78
5	X Required Provisions - State Contracts	83
6	Asbestos Bearing Pad Removal	89
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	90
8	Temporary Stream Crossings and In-Stream Work Pads	91
9	Construction Layout Stakes Except for Bridges	92
10	Construction Layout Stakes	95
11	Use of Geotextile Fabric for Railroad Crossing	98
12	Subsealing of Concrete Pavements	100
13	Hot-Mix Asphalt Surface Correction	104
14	Pavement and Shoulder Resurfacing	106
15	Patching with Hot-Mix Asphalt Overlay Removal	107
16	Polymer Concrete	109
17	PVC Pipeliner	111
18	Bicycle Racks	112
19	Temporary Portable Bridge Traffic Signals	114
20	Work Zone Public Information Signs	116
21	Nighttime Inspection of Roadway Lighting	117
22	English Substitution of Metric Bolts	118
23	Calcium Chloride Accelerator for Portland Cement Concrete	119
24	Quality Control of Concrete Mixtures at the Plant	120
25	Quality Control/Quality Assurance of Concrete Mixtures	128
26	Digital Terrain Modeling for Earthwork Calculations	144
27	Reserved	146
28	Preventive Maintenance – Bituminous Surface Treatment (A-1)	147
29	Reserved	153
30	Reserved	154
31	Reserved	155
32	Temporary Raised Pavement Markers	156
33	Restoring Bridge Approach Pavements Using High-Density Foam	157
34	Portland Cement Concrete Inlay or Overlay	160
35	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	164

TABLE OF CONTENTS

LOCATION OF IMPROVEMENT	1
COMPLETION DATE.....	1
DESCRIPTION OF IMPROVEMENTS	1
TRAFFIC CONTROL PLAN	2
TRAFFIC CONTROL AND PROTECTION	3
WORK ORDERS	6
FAILURE TO COMPLETE A WORK ORDER ON TIME.....	7
QUANTITIES	7
FINAL CLEAN UP.....	7
FINAL INSPECTION AND PAYMENT	7
45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING:	8
COMPENSABLE DELAY COSTS (BDE).....	14
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	19
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE).....	21
EQUIPMENT PARKING AND STORAGE (BDE).....	32
LIGHTS ON BARRICADES (BDE).....	33
PAVEMENT MARKING REMOVAL (BDE)	34
PAYMENTS TO SUBCONTRACTORS (BDE)	35
PROGRESS PAYMENTS (BDE)	35
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE).....	36
WEEKLY DBE TRUCKING REPORTS (BDE).....	36

SPECIAL PROVISIONS

STATE OF ILLINOIS

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 “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of Various Routes, Section D1 H-T PVMNT MRK RPR 18-36, Various Counties, Contract No. 46474 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF IMPROVEMENT

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

COMPLETION DATE

All work on this contract shall be completed on or before **November 30, 2018**. Should the Contractor fail to complete all work by **November 30, 2018**, the Contractor shall be liable in accordance with Article 108.09 of the Standard Specifications.

DESCRIPTION OF IMPROVEMENTS

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

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: July 1, 1994

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

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

The Contractor shall contact the District One Bureau of Traffic at least **96 hours** in advance of beginning work.

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

Standards: - 701311, 701411, 701426, 701456, 701501, 701601, 701606, 701701, 701901,
780001

Special Provisions - Traffic Control and Protection
Lights on Barricades (BDE)

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

TRAFFIC CONTROL AND PROTECTION

Effective: September 30, 1985

Revised: January 13, 1995

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement. This cost will be included within the various pay items in this Contract.

Traffic control and protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic control devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone. The Contractor is required to conduct routine inspections of the work-site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn, or damaged to the extent that it no longer conforms to the shape, dimensions, color, and operational requirements of the MUTCD, the Traffic Control Standards, or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

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

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Sundays and holidays.

Signs: All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 702001 for all projects that exceed four days.

Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all, existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third party damage to large freeway guide signs."

"Fresh Oil" signs (W21-2) shall be used when prime is applied to pavement that is open to traffic. The signs are to remain until tracking of the prime ceases. The sign shall be erected a minimum of 150 m (500 feet) preceding the start of the prime and on all side roads within the posted area. The "Fresh Oil" sign on the side road shall be posted a minimum of 60 m (200 feet) from the mainline pavement.

"Rough Grooved Surface" signs (W8-I107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 150 m (500 feet) preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 60 m (200 feet) from the mainline pavement. All signs shall have a 450 mm x 450 mm (18" x 18") orange flag and an amber flashing light attached.

Whenever a lane is closed to traffic using Standard 701601, 701606, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of "Workers" sign (W21-1 or W21-1a).

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 4.5 m (15 feet) of the traveled way and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W21-1a).

Barricades: Any drop off greater than 75 mm (three inches), but less than 150 mm (six inches) within 2.5 m (eight feet) of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 30 m (100-foot) center-to-center spacing. If the drop off within 2.5 m (eight feet) of the pavement edge exceeds 150 mm (six inches), the barricades mentioned above shall be placed at 15 m (50-foot) center-to-center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type I and II barricades and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas, perpendicular to traffic, every 300 m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type I or II and equipped with a flashing light.

Arrow Boards: A flashing arrow board shall be operating at all times when a lane is closed to traffic on a multilane highway. Arrow boards shall be provided and located in a head-on position within each lane closure taper.

On expressway construction projects where the lane closures are in effect longer than 8 hours, the advance arrow board is required. This arrow board shall be placed at the location shown on the District Lane Closure Standard or as directed by the Engineer.

Temporary Concrete Barrier Vertical Panels and Lights: Whenever temporary concrete barrier wall is specified in the plans, vertical panels and steady burning lights, meeting the requirements of Articles 702.03 and 702.04 of the Standard Specifications, and Standard 702001, shall be installed on the barrier wall at 15 m (50-foot) centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer.

Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

Pedestrian Sidewalk Control: The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard 701801.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Public Convenience and Safety: The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

The Contractor shall maintain one lane of traffic at all times on two lane roads and one lane in each direction on four or more lane roads, during the construction of this project. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconveniences to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be considered include with the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-working hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closure or restrictions shall be permitted except, those covered by the Standard Designs, without written approval by the Engineer.

Method of Measurement: This work will not be measured for payment. The cost for this work shall be included in the pavement marking pay item for which it is used.

Basis of Payment: Traffic Control and Protection will be included in pay item costs which shall be payment in full, for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications.

Delays to the Contractor caused by complying with these requirements will be considered included to the item for Traffic Control and Protection, and no additional compensation will be allowed.

WORK ORDERS

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

Each work order may involve several locations within the district.

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

FAILURE TO COMPLETE A WORK ORDER ON TIME

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

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

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

QUANTITIES

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

FINAL CLEAN UP

The Contractor shall be responsible for cleaning up the debris generated from the removal of existing pavement markings, to the satisfaction of the Engineer, before placing the new markings. This work may be completed by a vacuum system. The Contractor shall dispose of the collected debris outside of the State right-of-way. Each time the Contractor accomplishes work at any location, he will be required to clean up the work area before payment for that work will be made. All costs due to compliance with this Special Provision will be included with the contract and no additional compensation will be allowed.

FINAL INSPECTION AND PAYMENT

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

45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING:

Effective February 28, 199

Revised October 20, 2015

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

Ingredient Materials:

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

The pigments used for the yellow thermoplastic compound shall be nontoxic, heat resistant, and color-fast yellows, golds and oranges, which shall produce a compound meeting the requirements of FED 595 Color No. 33538. Pigments containing lead, chromium, cadmium, mercury or other toxic heavy metals are not allowed.

- (c) Filler. The filler to be incorporated with the resins as a binder shall be a white calcium carbonate, silica, or an approved substitute. Any filler which is insoluble in 6N hydrochloric acid shall be of such particle size as to pass a 150 um (No. 100) sieve.
- (d) Glass Beads. The glass beads used as intermix beads with the hot spray thermoplastic pavement marking material shall meet the requirements of Article 1095.07. The glass beads shall be uniformly mixed throughout the material at a rate of not less than 25 percent by weight of the hot spray thermoplastic material, retained on a No. 100 (150 μ m) sieve.

Thermoplastic Compound:

(a) Characteristic Requirements:

- (1) In the plastic state, the material shall not give off fumes that are toxic or otherwise injurious to persons or property. The manufacturer shall provide material safety data sheets for the product.
- (2) The temperature versus viscosity characteristic of the plastic material shall remain constant and the material shall not deteriorate in any manner during reheating processes.
- (3) There shall be no obvious change in color of the material as a result of repeated heatings or from batch to batch. The maximum elapsed time after application after which normal traffic will leave no impression or imprint on the new stripe shall be 30 seconds when the air and road surface temperature is approximately $21^{\circ} \pm 2^{\circ}\text{C}$ ($70^{\circ} \pm 3^{\circ}\text{F}$). After application and proper drying, the material shall show no appreciable deformation or discoloration, shall remain free from tack, and shall not lift from the pavement under normal traffic conditions within a road temperature range of -28.9° to 65.6°C (-20° to 150°F). The stripe shall maintain its original dimensions and placement.

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

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

White: Daylight Reflectance (Y) 75 percent minimum

*Yellow: Daylight Reflectance (Y) 42 - 59 percent

*Shall match Federal 595 Color No. 33538 and chromaticity limits as follows:

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (6) Specific Gravity. The specific gravity of the thermoplastic material shall not exceed 2.15.
- (7) Softening Point. After heating the thermoplastic material for 4 hours \pm 5 min. at $190.6^{\circ} \pm 2^{\circ}\text{C}$ ($375^{\circ} \pm 3^{\circ}\text{F}$) and testing in accordance with ASTM E28, the material shall have a minimum softening point of 82.2°C (180°F) as measured by the ring and ball method.

- (8) Tensile Bond Strength. After heating the thermoplastic material for 4 hours \pm 5 min. at 190.6°C (375°F), the tensile bond strength to unprimed, sandblasted Portland cement concrete block, 1.587mm. (0.0625-inch) thick film drawdown at 190.6°C (375°F), tested at 23.9° \pm 1°C (75°F \pm 2°F) shall exceed 1.24 MPa (180 psi) when tested in accordance with ASTM D4796-88.
- (9) Impact Resistance. After heating the thermoplastic material for 4 hours \pm 5 min at 190.6° \pm 2°C (375° \pm 3°F) the impact resistance shall be a minimum of 0.576 kilogram meters (50 inch pounds) with no cracks or bond loss when 1.587mm. (0.0625 inch) thick film drawdown is made at 190.6°C (375°F) on an unprimed sandblasted portland cement concrete block, male indenter 15.875 mm.(5/8 inch), no female Die, tested at 23.9° \pm 1°C (75° \pm 2°F) when tested in accordance with ASTM D2794.
- (10) Yellowness Index. The white thermoplastic material shall not exceed a yellowness index of 12 when tested in accordance with ASTM D1925.

(b) Packaging

The thermoplastic material shall be packaged in suitable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 22.7 kg (50 lbs). Each package of material shall be stenciled with the manufacturer's name, the type of material (alkyd or hydrocarbon) and IDOT specification number, the month and year the material was packaged and the lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential with lot 1. The label shall warn the user that the material shall be heated in the range of 177° - 218°C (350° - 425°F). The letters and numbers used in the stencils shall be a minimum of 12.7 mm (1/2 inch) in height.

The lot size shall be approximately 20,000 kg (44,000 pounds) unless the total order is less than the amount.

(c) Storage Life

The material shall meet the requirements of this specification for a period of one year. The thermoplastic must also melt uniformly with no evidence of skins or unmelted particles for this one year period. Any material not meeting the above requirements shall be replaced by the manufacturer.

Sampling and Testing:

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

- (b) The right is reserved to inspect the material either at the place of manufacture or at the destination or at both places. If inspected at the place of manufacture, the manufacturer shall furnish such facilities as may be required for collecting and forwarding samples, and shall also furnish facilities for testing the material during the process of manufacture, if required. Tests will be made by and at the expense of the Department. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and Physical Research and shall be submitted to the Engineer of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations. Random check samples may be taken at the jobsite at the discretion of the Engineer.
- (c) The Engineer will test and approve the basic ingredients.
- (d) The sample(s) shall be labeled with the shipment number if applicable, lot number, date, quantity and any other pertinent information. Samples shall be submitted in the following manner:
- (1) Ingredient Materials.
 - a. Glass beads. At least three randomly selected bags or containers shall be obtained from each lot or shipment of glass beads. The content of each bag or container shall be passed through a large Riffle Sampler, thus splitting the material down until a representative 1-liter (1-quart) sample is obtained. A 1 liter (quart) sample from each container shall be submitted in full liter (quart) friction-top metal containers for testing.
 - b. Binder. 0.5 liter (One pint).
 - c. Pigments. 0.5 liter (One pint).
 - d. Filler. 0.5 liter (One pint).
 - (2) Thermoplastic. At least three randomly selected containers shall be obtained from each lot. A 4.5 kg (10-pound) composite sample of the three containers shall be submitted for testing and acceptance. The lot size shall be approximately 18,100 kg (40,000 lbs.) unless the total order is less than this amount.

Manufacturer's Responsibility:

- (a) The manufacturer shall perform tests on a minimum of one sample per 4,500 kg (10,000) pounds of thermoplastic produced. Minimum tests required shall be a softening point determination and color. Manufacturer's test results shall be submitted along with the thermoplastic sample to the Bureau of Materials and Physical Research.
- (b) The manufacturer shall retain the test sample for a minimum period of 18 months.
- (c) The manufacturer shall furnish the Bureau of Materials and Physical Research with copies of bills of lading for all material inspected. Bills of lading shall indicate the consignee and destination, date of shipment, lot numbers, quantity, type of material, name and location of source.

Material Acceptance:

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

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

Notification:

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

Installation Requirements:

- (a) Before applying thermoplastic, the Contractor shall remove any dirt, glaze, grease, or any other material that would reduce the adhesion of the thermoplastic to the pavement.
- (b) This thermoplastic material shall be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place. The contractor shall remove all existing material that might cause premature failure of the new material.
- (c) The thermoplastic material shall be installed in a molten state by the spray method at a minimum temperature of 177° C (350° F) and a maximum temperature of 204° C (400° F). Scorching or discoloration of material shall be cause for rejection by the Engineer. The machinery shall be constructed so that all mixing and conveying parts, up to and including the spray gun maintain the material in the molten state.
- (d) Thermoplastic pavement marking materials shall not be applied by the spray method when air and pavement surface temperatures are below 10° C (50° F) or when the surface of the pavement contains any evidence of moisture.
- (e) Unless directed by the Engineer, lines shall not be laid directly over a longitudinal crack or joint. The edge of the center line or lane line shall be offset a minimum distance of 50 mm (2 inches) from a longitudinal crack or joint. Edge lines shall be approximately 50 mm (2 inches) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 3 meter (10-foot) line not to exceed 25 mm (1 inch).
- (f) A primer sealer of the type recommended by the manufacturer of the thermoplastic material shall be applied on all Portland concrete pavement surfaces, and if recommended by the manufacturer, on other types of pavement surface, prior to the installation of the thermoplastic material. The primer shall be free of solvent and water prior to the thermoplastic application.

- (g) The thermoplastic material shall be applied at a thickness of not less than 1.143mm. (0.045-inch), but in no case shall it exceed a thickness of 1.27mm. (0.050-inch). Finished lines shall be within a 6.35mm. (1/4-inch) of the width specified in the plans.
- (h) The thickness of the markings will be measured above the pavement surface at such random points as the Engineer selects to determine conformance to these specifications. If the measurements show less than 1.143mm. (0.045 inch), the Engineer will "chip" the edges of the markings at random points and measure the thickness of the chips to determine if the overall thickness of the markings is at least 1.143mm. (0.045 inch). If the overall thickness or the thickness above the pavement surface is substantially in conformance with the thickness requirements, payment will be made at 100 percent of the contract unit prices involved. When the thickness at a given location is less than 1.143mm. (0.045 inch), additional measurements will be taken on each side of such location at such intervals as the Engineer may select to determine the extent of the deficient portion of the marking. The Contractor shall then apply additional thermoplastic material and beads to bring the thickness of the markings to at least 1.143mm. (0.045 inch).

Equipment Requirements:

- (a) The application equipment used for placing lane and edge line on freeways shall be permanently mounted on a truck of sufficient size and stability to insure smooth, straight application. The truck shall be equipped to carry a minimum of 1800 kilograms (4,000 pounds) of molten thermoplastic. The equipment shall have the capability of automatically placing intermittent and continuous lines. The equipment shall be so constructed as to provide the various widths of pavement marking lines specified. The mounting shall be such as to allow the spray equipment to accurately follow road irregularities and produce lines of uniform dimensions.
- (b) The equipment used to install hot applied thermoplastic material shall provide continuous uniform heating to temperatures exceeding 204° C (400° F) and shall provide mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the dispensing device shall prevent accumulation and clogging. All parts of the equipment, which comes in contact with the material, shall be constructed for easy accessibility and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts including the line dispensing device, maintains the material at the plastic temperature. The use of pans, aprons, or similar devices to prevent die overruns will not be permitted.
- (c) A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostat control device and material thermometer for positive temperature control and to prevent overheating or underheating of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association.

Inspection:

The 45 mil hot spray thermoplastic pavement markings will be inspected following installation, but no later than November 1, and inspected following a winter performance period that extends 180 days from November 1 in accordance with the provisions of Article 780.10 of the Standard Specification.

Method of Measurement:

The lines will be measured for payment in feet of thermoplastic pavement marking lines applied and accepted, measured in place. Double yellow lines will be measured as two separate lines.

Basis of Payment:

This work will be paid for at the contract unit prices per foot of applied line for HOT SPRAY THERMOPLASTIC PAVEMENT MARKING - LINE 4, 5, 6, or 8 inches measured as specified herein.

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: July 2, 2016

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 **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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 consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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, then 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) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) 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.”

PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

“783.02 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Grinders (Note 1)	
(b) Water Blaster with Vacuum Recovery	1101.12

Note 1. Grinding equipment shall be approved by the Engineer.”

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

“783.03 Removal of Conflicting Markings. Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours.”

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

“The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.”

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

“783.04 Cleaning. The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast.”

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

“783.06 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING.”

Delete Article 1101.13 from the Standard Specifications.

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

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

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

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

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

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
D1 H-T PVMNT MRK RPR 18-36
M-60-022-18

Index of Sheets

- 1 Cover Sheet
- 2-3 Summary of Quantities
- 4-5 Typical Work Order Forms

Highway Standards

701311-03	701601-09
701411-09	701606-10
701426-09	701701-10
701456-04	701901-06
701501-06	780001-05

Contract No.: 46474

SUMMARY OF QUANTITIES

<u>CODE NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	100% STATE URBAN 0021 <u>QUANTITY</u>
X7800815	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	200,000
X7800835	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	20,000
78000100	THERMOPLASTIC PAVEMENT MARKING - LTRS & SYMB	SQ FT	22,000
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	250,000
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	50,000
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	8,000
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	15,000
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	8,000
78009000	MODIFIED URETHANE PAVEMENT MARKING - LTRS & SYMB	SQ FT	1,000
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	125,000
78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	8,000
78009008	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	11,000

SUMMARY OF QUANTITIES

<u>CODE NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>
			100% STATE URBAN 0021
78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	4,000
78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	2,500
X0327979	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	80,000
X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	80,000

WORK ORDER

D1 H-T PVMNT MRK RPR 18-36

WORK ORDER NO.: _____ DATE OF ISSUE: _____ ROUTE: _____
LOCATION DESCRIPTION: _____
CONTRACT No.: 46474

CODE NUMBER	ITEM	UNIT	QUANTITY	UNIT PRICE	ITEM COST
78000100	THPL PVT MK LTR & SYM	SQ FT			
78000200	THPL PVT MK LINE 4	FOOT			
78000400	THPL PVT MK LINE 6	FOOT			
78000500	THPL PVT MK LINE 8	FOOT			
78000600	THPL PVT MK LINE 12	FOOT			
78003100	THPL PVT MK LINE 24	FOOT			
78009000	MOD URETH PM LTR-SYM	SQ FT			
78009004	MOD URETH PM LINE 4	FOOT			
78009006	MOD URETH PM LINE 6	FOOT			
78009008	MOD URETH PM LINE 8	FOOT			
78009012	MOD URETH PM LINE 12	FOOT			
78009024	MOD URETH PM LINE 24	FOOT			
X7800815	HS THPL PM LN 4	FOOT			
X7800835	HS THPL PM LN 6	FOOT			
X0327979	PAVMNT MRKG REM GRIND	SQ FT			
X0327980	PAVMT MRKG REM WTR BL	SQ FT			

NAME: _____
District Contact

APPROVED BY: _____
Deputy Director of Highways, Regional Engineer

TELEPHONE NO. _____

DATE: _____

PAVEMENT MARKING SUMMARY

LOCATION	Summation of Quantities						Marking Removal Sq Ft
	Letters & Symbols Sq Ft	4" Foot	6" Foot	8" Foot	12" Foot	24" Foot	

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.