

# 200

April 24, 2020 Letting

## Notice to Bidders, Specifications and Proposal



**Contract No. 74958  
Various Counties  
Section D7 GUARDRAIL 2020-1  
Various Routes  
District 7 Construction Funds**

Prepared by	S
Checked by	

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. April 24, 2020 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. 74958  
Various Counties  
Section D7 GUARDRAIL 2020-1  
Various Routes  
District 7 Construction Funds**

**District-wide repair and/or replacement of steel plate beam guardrail damaged by motorists.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Acting Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2020

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 1-1-20)

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of Various Routes, Section D7 Guardrail 2020-1, Various Counties, Contract No. 74958, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### LOCATION OF PROJECT

The work on this project is located in various locations throughout the district.

#### DESCRIPTION OF PROJECT

The work on this project consists of guardrail repairs of damage from motorists.

#### COMPLETION DATE

The Contractor shall complete all work on or before the Completion Date of July 31, 2020 in accordance with Article 108.05 of the Standard Specifications.

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

#### TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 107.09, 107.14 and 107.15 of the Standard Specifications for Road and Bridge Construction, the following Highway Standards and Recurring Special Provisions relating to traffic control:

Highway Standards:

701001 701006 701101 701106 701201 701301 701426 701601 701901

All costs related to traffic control for this project shall be included in the bid prices for the guardrail items. Payment for any traffic control will not be made separately.

Standard 701001: Use for work more than 15' from edge of pavement.

Standard 701006: This standard applies when work is confined to an area at least 24 inches beyond the edge of pavement on a two-lane two-way highway.

Standard 701101: This standard applies when work is confined to an area at least 24 inches but not more than 15' from the edge of pavement on multilane divided roadways.

Standard 701106: Use for multilane roadways for work greater than 15' from edge of pavement.

Standard 701201: Use for work requiring lane closure on two-lane two-way roadways.

Standard 701301: This standard applies for short term operations on a two-lane two-way highway.

Standard 701426-Special: This standard shall be used for construction operations where a lane on a multilane facility needs to be closed. "Detail C" shall be utilized for this operation with the following additions: Provide a 1000' taper of directional indicator barricades and place cones at 50' centers or drums/barricades at 100' centers through the closure. This standard shall be used for daytime closures only. The Contractor shall install signs on both sides of the roadway.

Standard 701601: This standard applies for lane closures on multi-lane roadways in urban areas.

Standard 701901: Traffic control devices standard.

## **ADDITIONAL GENERAL CONDITIONS**

The Contractor must notify the Resident Engineer at (217) 342-3951 of the scheduling of work, 24 hours in advance, prior to repair. The jobs should be listed in order of repair. If work is started prior to notification, a penalty of \$100 will be assessed for each occurrence.

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

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

## **BORROW AREAS, USE AREAS, AND/OR WASTE AREAS**

In addition to the provisions contained in Article 107.22 of the Standard Specifications, the Contractor shall submit all required documents to the District electronically. All photos shall be in color.

## **CLEARING**

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

## **THE CONTRACTOR'S LIABILITY**

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

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

## **CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES**

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

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

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

## **CONTROL OF WORK**

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

## **COOPERATION BETWEEN CONTRACTORS**

The Contractor is advised that other contractors may be working in the vicinity of some of the repair locations. The contractor shall coordinate his activities and traffic control so as not to create conflict and unsafe conditions for working or travelling in those areas.

## **EQUIPMENT ILLUMINATION**

The contractor shall equip all machinery and vehicles with revolving amber lights or amber strobe lights installed so the illumination is visible from all directions.

## **EXTRUDER HEAD**

This work consists of removal and replacement of a Traffic Barrier Terminal Type 1 Extruder Head as specified by the Resident in accordance with the Standard Specifications, the plans, and this provision.

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

## **FINAL CLEAN UP**

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

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

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

## **FURNISHING AND INSTALLING 12" PLATES**

This work consists of removing damaged splice plates (Standard 630001), furnishing and installing new splice plates and all nuts, bolts and hardware necessary thereto as directed by the Engineer. The Contractor is hereby informed that undamaged plates removed from existing damaged guardrail may be reused in the new work, with the approval of the Engineer in charge.

New and/or reused splice plates and Plate "A"s will not be paid for separately and shall be considered included in the cost of RAIL ELEMENT PLATES.

## **GUARDRAIL BLOCKS**

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

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

Removal, furnishing, and installing of all bolts, nuts, washers and other hardware necessary to complete the work will not be paid for separately, but shall be included in the contract unit bid price for the pay items involved. All hardware used for repairs shall be new. The Contractor may not use existing hardware for repairs.

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

## **GUARDRAIL REFLECTORS**

This work shall consist of furnishing and installing one-way or two-way guardrail reflectors with brackets fabricated in accordance with Section 782 of the Standard Specification and Standard 782006. The reflectors shall be circular meeting the requirements of Article 1097.03 of the Standard Specifications. The reflectors shall be amber or crystal in color to match the existing installation.

The brackets shall be installed by loosening the guardrail post bolt, slipping the "foot" of the bracket between the bolt head and the plate washer (or between the bolt head and the guardrail face if no plate washer is present) and retightening the bolt. The reflectors shall be fastened to the brackets with aluminum rivets.

The reflectors shall be installed on both new rail sections and on existing rail sections if the reflectors have been damaged but the rail has not been damaged. If existing rail sections must be realigned or repositioned, any damaged reflectors shall be replaced.

This work will be paid for at the contract unit price each for GUARDRAIL REFLECTORS, TYPE A.

## MIDWEST GUARDRAIL SYSTEM

Effective January 1, 2007 the department adopted the Midwest Guardrail System (MGS) for use on all its state and federal highways. The MGS is reflected in the current Highway Standards in this contract. Some notable differences between MGS and Pre-MGS include:

- The guardrail mounting height has increased 3-7/8", raising the nominal top of rail mounting height to 31" as shown in standard 630001.
- The block out dimension for Type A and B guardrail has increased from 6" to 1'-0".
- Steel blockouts are no longer used. Wood blockouts or plastic blockouts on IDOT's approved list may be used.
- The use of Type "C" rail has been discontinued.
- The splice point for rail pieces is different.
- The length of both Type A and B guardrail posts has been reduced from 6'-9" to 6'-0".

Many of the guardrail terminal standards have also changed, the Contractor is advised to note changes in specifications and pay limits.

- Contractors are advised to note the list of IDOT approved Type 1 (Special) terminals, as it has changed. The IDOT list of approved TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL for MGS guardrail is not the same as the list for the Pre-MGS guardrail. The current list is shown on the IDOT internet site. The list of approved TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL for Pre-MGS guardrail is dated December 17, 2004 and is enclosed herein.

**The MGS guardrail is not compatible with earlier versions of Pre-MGS guardrail. Generally, unless damage is so extensive as to warrant total replacement, existing Pre-MGS guardrail will be repaired or replaced in kind.**

This is for use where it is necessary to install the shorter, non-MGS height TBT's to match existing rail heights that are allowed to remain in place.

The traffic barrier terminal shall meet all the requirements of NCHRP 350, but will be installed to match the existing rail for pre-MGS. These locations are not intended to match the Midwest Guardrail System height and post spacing requirements.

The **list of suppliers is from December 17, 2004** when the shorter terminals were still in use is provided for the Contractor's information. The terminals meeting this specification are listed below:

**Traffic Barrier Terminal, Type 1 Special (Tangent)**

Road Systems, Inc.  
3616 Old Howard County Airport  
Big Spring, Texas 79720  
Phone: (432) 263-2435

**"SKT"**

*Wood blockouts only. Wood post system only. Posts 1 & 2 to use steel soil tubes (6'-6" or 6'-0" with wood posts). Posts 3 through 8 to use 4'-6" soil tubes with wood posts (soil plates not required), OR posts 3 through 8 may be 6' CRT posts.*

Trinity Industries, Inc.  
2525 North Stemmons Freeway  
Dallas Texas 75207  
Phone: (800) 644-7976 or (800) 527-6050

**"ET-2000"**

*Wood blockouts only.  
A wood post system may be used. Posts 1 & 2 to use steel soil tubes (6'-6" or 6'-0" with wood posts). Posts 3 through 8 to use 4'-6" soil tubes with wood posts (soil plates not required), OR posts 3 through 8 may be 6' CRT posts.  
OR a system using the Steel Yielding Terminal Post (SYTP) (Posts 2 to 8) and one Hinged Break Away Post (HBA) (Post 1) may be used.*

**Traffic Barrier Terminal, Type 1 Special (Flared)**

Energy Absorption Systems, Inc.  
One East Wacker Drive  
Chicago, Illinois 60601-2076  
Phone: (312) 467-6750

**"REGENT"**

Road Systems, Inc.  
3616 Old Howard County Airport  
Big Spring, Texas 79720  
Phone: (432) 263-2435

**"FLEAT"**

*Wood post system only.*

Trinity Industries, Inc.  
2525 North Stemmons Freeway  
Dallas Texas 75207  
Phone: (800) 644-7976 or (800) 527-6050

**"SRT-350"**

*Wood post system only.*

The pay items in this contract do not differentiate between MGS and Pre-MGS guardrail. There will be one pay item of guardrail work regardless of whether it's an MGS or Pre-MGS guardrail assembly. The Contractor shall include any extra labor, equipment, or material costs to repair or replace either MGS or Pre-MGS guardrail in the contract unit price of the appropriate pay item.

## **KEEPING THE ROAD OPEN TO TRAFFIC**

All lanes shall be kept open to two-way traffic at all times, except when construction operations require, as directed by the Engineer, temporarily closing of one lane. All lanes will be required to be open to traffic overnight, on weekends, and on holidays. The Engineer will be the sole judge as to the necessity of lane closures and the length and duration of same.

Access to all residences, commercial entrances, and side roads shall be maintained during construction.

## **QUALIFIED PRODUCTS LIST OF TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL**

Illinois Department of Transportation Bureau  
of Materials  
**June 8, 2018**

**This list supersedes the December 22, 2017 list**

Standard Specifications for Road and Bridge Construction Section 631 (Adopted April 1, 2016) Supplemental Specification and Recurring Special Provisions Section 631 (Adopted January 1, 2018)

**Material Code 55601, 55602 & 55611**

### **Traffic Barrier Terminal, Type 1 Special (Tangent)\***

Lindsay Transportation Solutions (Barrier Systems, Inc.)  
180 River Rd  
Rio Vista, CA 64571  
Phone: (888) 800 - 3691

#### **“X- Tension” – NCHRP 350**

[FHWA acceptance memorandum HSSD-1/CC-102A dated August 19, 2011](#)

Drawing: [X-Tension](#)

#### **“Max-Tension Guardrail Terminal System” – MASH**

[FHWA acceptance memorandum HSST-1/CC-133 dated June 15, 2017](#)

Drawing: [MAX-Tension](#)

Road Systems, Inc.  
3616 Old Howard County Airport  
Big Spring, TX 79720  
Phone: (915) 263 - 2435

**“SKT - MGS” – NCHRP 350**

[FHWA acceptance memorandum HAS-10/CC-88 dated March 8, 2005](#)

Drawing: [SKT-MGS](#)

**“SKT-SP-MGS” – NCHRP 350**

[FHWA acceptance memorandum HSSD/CC-88C dated December 10, 2009](#)

Drawing: [SKT-SP-MGS](#)

**“MSKT-SP-MGS” – MASH**

[FHWA eligibility memorandum HSSD-1/CC-126 dated June 10, 2016](#)

Drawing: [MSKT](#)

Trinity Highway Products, LLC 2525 N. Stemmons Freeway

Dallas, TX 75207

Phone: (800) 644-7976 or (801) 292 - 4461

**“SoftStop MASH End Terminal” - MASH**

[FHWA acceptance memorandum HSST/CC-115 dated November 12, 2015](#)

Drawing: [SoftStop](#)

**\*Note:**

**Traffic Barrier Terminal Type 1 Special Tangent - NCHRP 350 devices listed on this QPL are only allowed on contracts let before July 1, 2018. MASH devices listed on this QPL are required for contracts let on or after July 1, 2018.**

**Traffic Barrier Terminal, Type 1 Special (Flared)**

Lindsay Transportation Solutions (Barrier Systems, Inc.)

180 River Rd

Rio Vista, CA 94571

Phone: (888) 800-3691

**“X-Tension” – NCHRP 350**

[FHWA acceptance memorandum HSSD-1/CC-102A dated August 19, 2011.](#)

Drawing: [X-Tension](#)

Trinity Highway Products, LLC 2525 N. Stemmons Freeway Dallas, TX 75207

Phone: (800) 644-7976 or (801) 292 - 4461

**“SRT-31” – NCHRP 350**

[FHWA acceptance memorandum HSSD/CC-100 dated August 30, 2007](#)

Drawing: [SRT-31](#)

## **RAIL ELEMENT PLATES**

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

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

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

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

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

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

## **REALIGNING POSTS**

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

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

## **REMOVAL OR REPAIR OF GUARDRAIL**

No guardrail shall be removed from State right-of-way under this contract unless each section to be removed is clearly marked for removal. A representative of the Department of Transportation will paint an "X" on each piece of guardrail to be removed.

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

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

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

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

## **REMOVE AND REPLACE IMPACT ATTENUATOR SAND MODULE**

This work consists of removing and replacing a damaged sand barrel impact attenuator at the locations as specified by the Resident in accordance with the Standard Specifications, the plans and this provision.

Impact attenuators will be replaced in kind with no additional compensation for the amount of sand used in the various types of barrels used. The spacer or cone to determine the amount of sand shall be included in the bid price for this item.

This work shall be paid for at the contract unit price each for REMOVE AND REPLACE IMPACT ATTENUATOR SAND MODULE per each barrel.

Any and all undamaged barrels that have been dislocated from their original positions, shall be relocated within the matrix at no additional cost.

### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED)**

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

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

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

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

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

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

### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL – POST**

This work consists of removal and replacement of a damaged post, block and related hardware of a Traffic Barrier Terminal Type 1 Special at the locations as specified by the Resident in accordance with the Standard Specifications, the plans, and this provision.

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

The cost of removing and replacing all damaged components from the approach nose of the terminal, up to and including the second post and up to the first 25 feet of guardrail will be paid for separately.

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

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

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

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL – RAIL ELEMENT PLATE**

This work consists of removal and replacement of 25 feet of damaged rail element plate and related hardware of a Traffic Barrier Terminal Type 1, Special at the locations as specified by the Resident in accordance with the Standard Specifications, the plans, and this provision.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired, as directed by the Resident. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved. Removal and replacement of a serviceable extruder head, if necessary, shall be included in the bid price of this item.

The cost of removing and replacing all damaged components from the approach nose of the terminal, up to and including the second post and up to the first 25 feet guardrail will be paid for separately.

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

#### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)**

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

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

Up to the first 25 feet of guardrail shall be replaced when the existing guardrail is damaged. Replacement of up to the first 25 feet of steel plate beam guardrail shall not be included in the measurement for payment but shall be considered included in the cost of this item. Also included in the cost of this item are cable assemblies, strut, soil tubes, and all other hardware, excluding the extruder head. Removal and replacement of a serviceable extruder head, if necessary, shall be included in the bid price of this item.

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

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

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

### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 2, 5 OR 5A**

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminals Type 2, 5 or 5A at the locations as specified by the Resident in accordance with the Standard Specifications, Standards 631011 and 631026, the plans and this provision.

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

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

### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 6, 6A OR 6B**

This work consists of removing and replacing damaged components of existing Traffic Barrier Terminals Type 6, 6A or 6B at the locations as specified by the Resident in accordance with the Standard Specifications, Standards 631031, 633032 and 633033, the plans and this provision.

If any of the parts of the Traffic Barrier Terminal, Type 6, 6A, or 6B are damaged, the contractor shall remove and replace all parts of the terminal except the rail element plate. This work shall be paid for at the contract unit price per each for REPAIR TRAFFIC BARRIER TERMINAL, TYPE 6, 6A OR 6B, which price shall include all labor, equipment and materials necessary to satisfactorily complete the work as described herein. If only the single rail element is damaged, it shall be removed and replaced. This work shall be paid for at the contract unit price per each for RAIL ELEMENT PLATES.

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

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

If more than the end shoe section, three beam sections or the transition section of the terminal is damaged, the entire terminal should be replaced and paid for at the contract unit price per each for TRAFFIC BARRIER TERMINAL, TYPE 6, 6A OR 6B as a complete new installation. The Resident will determine whether the unit is to be repaired or replaced.

### **RIGHT TO HIRE MULTIPLE CONTRACTORS**

The State reserves the right to hire multiple contractors to perform necessary work in the event of Contractor default. This action would be utilized separately or in addition to actions for termination for cause as shown in TERMINATION FOR CAUSE.

### **STATUS OF UTILITIES TO BE ADJUSTED**

#### **NO UTILITIES TO BE ADJUSTED**

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

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

### **STEEL POSTS 6' OR STEEL POST 9'**

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

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

The replacement guardrail post shall conform to the length, size and type of the original installation of the steel plate beam guardrail.

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

This work shall be paid for at the contract unit price each for STEEL POSTS 6' or STEEL POSTS 9'.

### **TERMINATION FOR CAUSE**

The State may terminate this contract, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees have caused or reasonably could cause, jeopardy to health, safety or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the contract.

### **TERMINATION FOR CONVENIENCE**

The State may, for its convenience and with 30 days prior written notice to Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

### **TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL (TANGENT) OR TYPE 1 SPECIAL (FLARED)**

This work shall consist of furnishing and installing a Traffic Barrier Terminal Type 1, Special (Tangent) or Type 1 Special (Flared) of the type specified by the Resident according to Section 631 of the Standard Specifications, the details in the plans, and this provision.

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

All Terminals shall meet the testing criteria contained in the Manual for Assessing Safety Hardware and be approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminal section shall provide a minimum length of need of 11.4m (37.5 ft.).

Included in this item is the complete removal of an existing damaged or undamaged terminal section having a length of approximately fifty (50) feet, where the rail element is twisted 90 degrees, terminating at an end post flush with the ground. All posts, rail element plates and related components of the existing terminal section, including the steel end post, shall be removed. The existing steel end post encountered may be set in a concrete anchor or may have been driven in accord with the alternate requirements permissible at the time of the guardrail installation. In the event a concrete anchor is encountered, said concrete anchor shall be completely removed. After the concrete anchor is removed, the remaining hole shall be filled with sand or other suitable material approved by the Resident.

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

Under any of the above circumstances when undamaged guardrail needs to be removed to accommodate the Traffic Barrier Terminal, Type 1, Special, the undamaged guardrail panels, posts, plates and block-outs will be salvaged and delivered to the local Maintenance Storage facility in the area. The cost for removing, salvaging and delivering these items will be considered as included in the unit bid price for a Traffic Barrier Terminal, Type 1, Special.

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

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

This item shall also include the furnishing and installing of a Terminal Marker - Direct Applied and shall be included in the contract unit bid price each for TERMINAL MARKER-DIRECT APPLIED.

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

### **TRAFFIC BARRIER TERMINAL, TYPE 6, 6A & 6B**

This work consists of furnishing and installing a Traffic Barrier Terminal Type 6, 6A and 6B at the locations as specified by the Resident in accordance with Section 631 of the Standard Specifications, the details in the plans, and this provision.

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

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

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

## **UNDERGROUND FACILITIES**

The Contractor's attention is directed to the possible presence of state-owned underground electrical cable within the limits of the proposed improvement. The contractor shall request the Illinois Department of Transportation in Effingham (217-342-3951) to locate the underground facilities, providing a minimum of 72 hours notice. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) System.

Any damage to the underground facilities, caused by the Contractor resulting from his failure to contact the Illinois Department of Transportation as specified above or from negligent operation, shall be repaired to the satisfaction of the Department at the contractor's expense, including temporary repairs which may be required to keep the facility operational while material is being obtained to make permanent repairs. Splicing of electric cable will not be allowed. Electric cable shall be replaced from pole to pole or controller.

## **VEHICLE PARKING**

Parking of personal vehicles within the interstate right of way will be strictly prohibited. Parking of construction equipment within the right of way will be permitted only at locations approved by the Engineer and never within median area or overnight on any roadway area.

## **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item.”

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).

- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

**DISPOSAL FEES (BDE)**

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- “(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor’s stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
  - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
  - c. Quantities of materials, prices and extensions.
  - d. Transportation of materials.
  - e. Cost of property damage, liability and workmen’s compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

#### **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."

#### **MOBILIZATION (BDE)**

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

- "(a) Upon execution of the contract, 90 percent of the pay item will be paid.
- (b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount."

**STEEL PLATE BEAM GUARDRAIL MANUFACTURING (BDE)**

Effective: January 1, 2019

Revise the first three paragraphs of Article 1006.25 of the Standard Specifications to read:

**“1006.25 Steel Plate Beam Guardrail.** Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. The guardrail shall be Class A, with a Type II galvanized coating.

Steel plates for mounting guardrail on existing culverts shall be according to AASHTO M 270 Grade 36 (M 270M Grade 250) and zinc coated according to AASHTO M 111.

The Department will accept guardrail based on the “Brand Registration and Guarantee” requirements of AASHTO M 180 and the manufacturer shall be listed as compliant through the NTPEP Program. The Department will maintain a qualified product list.”

**SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

**TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL (BDE)**

Effective: November 1, 2018

Revise Article 631.04 of the Supplemental Specifications to read:

**“631.04 Traffic Barrier Terminal, Type 1 Special (Tangent) and Traffic Barrier Terminal, Type 1 Special (Flared).** These terminals shall be on the Department’s qualified product list.

The terminal shall be installed according to the manufacturer’s specifications. The beginning length of need point of the terminal shall be placed within 12 ft 6 in (3.8 m) of the length of need point shown on the plans.

The terminal shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.”

Revise the first paragraph of Article 631.12 of the Standard Specifications to read:

**“631.12 Method of Measurement.** The various types of traffic barrier terminals will be measured for payment, complete in place, in units of each. The pay limit between the traffic barrier terminal and the adjacent guardrail shall be as shown on the plans, except for the following:

- (a) Traffic Barrier Type 1, Special. The pay limit for a traffic barrier, Type 1 special shall be as shown on the manufacturer’s drawing(s).
- (b) Traffic Barrier Type 10. The pay limit for the traffic barrier terminal, Type 10 shall be at the centerline of the end shoe splice.”

**TRAFFIC CONTROL DEVICES - CONES (BDE)**

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer’s specifications such that they are not moved by wind or passing traffic.”

**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.

**WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

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

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