

# 57

**April 28, 2023 Letting**

# **Notice to Bidders, Specifications and Proposal**



**Illinois Department  
of Transportation**

**Contract No. 74C06  
Various Counties  
Section D7 GUARDRAIL 2023-2  
Various Routes  
District 7 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



## **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. April 28, 2023 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 74C06  
Various Counties  
Section D7 GUARDRAIL 2023-2  
Various Routes  
District 7 Construction Funds**

**Guardrail repair at specific locations due to motorist damage and on call repair of guardrail.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

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

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VARIOUS COUNTIES  
CONTRACT NO. 74C06

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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 January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of Various Routes, Section D7 Guardrail 2023-2, Various Counties, Contract No. 74C06, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes  
Section D7 Guardrail 2023-2  
Various Counties  
Contract No. 74C06

#### LOCATION OF PROJECT

The work on this project is located district wide.

#### DESCRIPTION OF PROJECT

The work on this project consists of guardrail repairs of existing damage from motorists at locations shown on the plans and damage yet to be realized on any on-call basis.

#### COMPLETION DATE

The Contractor shall complete all work on or before the completion date of December 30, 2023, 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.

## INTERIM COMPLETION DATE

The Contractor shall complete all work at the locations shown in the plans on or before August 15, 2023 in accordance with Article 108.05 of the Standard Specifications. Locations on interstate routes shall be given priority when scheduling repairs.

The provisions of Article 108.09 of Standard Specifications shall apply to the interim 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    701501    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 work greater than 15' from edge of pavement on multilane roadways.

Standard 701201: Use for work requiring lane closures 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. The Contractor shall 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 may be used for daytime closures only. The Contractor shall install signs on both sides of the roadway.

Standard 701501: This standard applies for lane closures on two-lane two-way highways in an urban setting.

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

Standard 701901: This standard applies to traffic control devices used in this contract.

## **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.

## **EMERGENCY WORK CALL OUT**

Emergency work means work that is required to correct a condition which is a hazard to the public or is designated by the Engineer to be a hazard of such severity that life and/or property are endangered, and immediate corrective action is required.

Emergency work can generally be described, but is not limited to, damage in one of the following categories:

- a) Guardrail damage consisting of any openings or exposed ends.
- b) Guardrail elements, including either posts or panels, which are lying in a down position.
- c) Any damage which could cause a spearing effect.
- d) Terminal end sections which have damaged posts or panel elements.

Emergency work will be initiated by a verbal order from an authorized representative of the Department. Work of this type should be acted upon immediately and shall be completed within seven calendar days of the verbal authorization of the work.

If the work is not completed within these time limits, the Contractor shall be liable to the Department for liquidation damages in the amount as shown in the FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES special provision.

The locations of guardrail or fence damages that are to be repaired as emergency work shall be determined by the Engineer.

This work shall consist of the preparation and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the jobsite designated by the Engineer. This work will be paid for at the contract unit price per EACH for EMERGENCY WORK CALL OUT in addition to the pay items that are required to complete the job.

**EXTRUDER HEAD**

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

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

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

**FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES**

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

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

<b>WORK ORDER AMOUNT</b>		<b>LIQUIDATED DAMAGES PER DAY</b>
From More Than	To And Including	
\$0	\$500	\$50
\$500	\$1000	\$100
\$1000	And over	\$200

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

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

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

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

The Contractor shall notify the Resident Engineer at (217) 342-3951, or another phone number of the Engineer's choosing, of the scheduling of work with at least 24 hours of prior notification. 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 work order number should be visible at the repair site.

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

This work consists of removing damaged splice plates and furnishing and installing new splice plates and all nuts, bolts, and hardware necessary 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.

## **GUARD POSTS**

This work shall consist of furnishing and setting guard posts according to Section 634 of the Standard Specifications, except as follows:

- The cross section of the posts shall be a nominal 4 inches by 4 inches.
- The tops of the posts shall not be rounded but shall be sloped at 30 degrees to the horizontal.
- The length of the posts shall be 5 feet.
- The embedment of the posts shall be 33 inches

For closure of median ditch checks, the nominal spacing of the posts shall be 5 feet.

## **GUARDRAIL BLOCKS**

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

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

The removal, furnishing, and installment 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 will be paid for at the contract unit price per EACH for GUARDRAIL 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 and meet 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 not the rail. 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 per EACH for GUARDRAIL REFLECTORS, TYPE A.

## **INTERPRETATION OF QUANTITIES AND PAYMENT**

The quantities in the Summary of Quantities are approximate and include items necessary to repair existing damaged guardrail and an estimate of items necessary to repair damage that may occur during the term of contract. The quantities appearing in the Summary of Quantities are merely a one-year estimate of damage quantities for bidding purposes.

The quantities in the Summary of Quantities may be increased, decreased, or deleted. Adjustments in contract unit prices will not be made due to an increase, decrease, or deletion of items.

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

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

## INVOICES

The Contractor shall provide to the Engineer, within 14 days of the completion of the repairs at each location, an itemized invoice for each location that includes all pay items, contract unit prices, total cost, and claim number. The costs of complying with this requirement shall be included in the bid prices for pay items in the contract.

## 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 their length and duration.

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

## 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 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 below is from December 17, 2004**, when the shorter terminals were still in use and 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.**

## **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 with all necessary hardware at locations as directed by the Engineer. This work shall be done as directed by the Engineer and according to applicable sections of the Standard Specifications, the plans, and this provision.

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

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

The furnishing and installing of all bolts, nuts, washers, and other hardware necessary to comply with this special provision will not be paid for separately but shall be 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 a rail element plate shall be considered to be 12'-6". In the event existing damaged rail element plates to be removed and replaced measures 25 feet in length, they shall be considered as two rail element plates of standard 12'-6" length.

This work will be paid for at the contract unit price per EACH for RAIL ELEMENT PLATES.

## **RAIL ELEMENT PLATES (RADIUS)**

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

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

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

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

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

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

If any portion of a standard 12'-6" rail element plate is factory fabricated to a radial shape, the rail element plate shall be paid as one radius element plate each.

This work will be paid for at the contract unit price per EACH for RAIL ELEMENT PLATES (RADIUS).

## **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 them from the ground, the posts shall be plumbed and realigned by a method which does not require pulling the posts out of the existing post holes. The posts shall be straightened with their front faces on the line shown on the plans, or as ordered by the Engineer, and with their tops and bolt holes at the correct height so that the rail element plates bolted to them will be parallel to the surface of the shoulder.

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



## **REMOVAL OR REPAIR OF GUARDRAIL**

No guardrail shall be removed from state right-of-way under this contract unless each section to be removed is clearly marked for removal. A representative of the Department 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 to him or her. None of this material shall be reused on this contract. 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 Engineer after the work has been completed. This restoration will not be paid for separately but shall be considered incidental to this item of work.

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 specified by the Engineer 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 per 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 – POST**

This work consists of the removal and replacement of a damaged post, block, and related hardware of a traffic barrier terminal type 1 special at the locations specified by the Engineer in accordance with the Standard Specifications, the plans, and this provision.

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

The 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 per EACH for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL - POST.

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

This work consists of the removal and replacement of 12.5 feet of damaged rail element plate and related hardware of a traffic barrier terminal type 1, special at the locations specified by the Engineer in accordance with the Standard Specifications, the plans, and this provision.

The Contractor shall adjust and realign existing rail element plates and posts adjacent to the traffic barrier terminal repaired as directed by the Engineer. Unbolting, bolting, adjusting, realigning, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved. 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 per EACH for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL - RAIL ELEMENT PLATE.

### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT) OR (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 specified by the Engineer in accordance with the Standard Specifications, the plans, and this special 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 Engineer. 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 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 reinstallation 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 may be replaced and paid for as a complete new installation. The Engineer 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, of the type specified.

### **REPAIR TRAFFIC BARRIER TERMINAL TYPE 2**

This work consists of removing and replacing damaged components of existing traffic barrier terminals, type 2 at the locations specified by the Engineer in accordance with the Standard Specifications, Standards 631011, 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 Engineer. 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 per EACH for REPAIR TRAFFIC BARRIER TERMINAL, TYPE 2.

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

This work consists of removing and replacing damaged components of existing traffic barrier terminals, type 6 or 6B at the locations specified by the Engineer in accordance with the Standard Specifications, Standards 631031 and 631033, the plans, and this provision.

If any of the parts of the traffic barrier terminal, type 6 or 6B are damaged, the Contractor shall remove and replace all parts of the terminal except the W beam rail element plate.

If only the W beam 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 Engineer. 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.

This work will be paid for at the contract unit price per EACH for REPAIR TRAFFIC BARRIER TERMINAL, TYPE 6 OR 6B. 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 OR 6B as a completely new installation. The Engineer will determine whether the unit is to be repaired or replaced.

## **SINGLE END SECTION**

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

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

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 SINGLE END SECTION.

## **STEEL POSTS ATTACHED TO STRUCTURE**

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

The replacement guardrail posts shall match the existing and adjacent guardrail posts in type, length, and design. **At the Fairfield location, this work shall include the replacement of three Case IV socket assemblies and associated hardware as shown on Standard 630111.**

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

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

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

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

The replacement guardrail post shall conform to the length, size, design, 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 will be paid for at the contract unit price per EACH for STEEL POSTS 6' or STEEL POSTS 9'.

## **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 specified by the Engineer according to Section 631 of the Standard Specifications, the plans, and this provision.

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

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

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

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 Engineer. Unbolting, bolting, adjusting, realigning, guardrail removal, or any other work necessary to accomplish the desired realignment shall be included in the contract unit bid price for the pay items involved.

This item shall also include the furnishing and installing of a terminal marker-direct applied and shall be included in the contract unit bid price per EACH for TERMINAL MARKER-DIRECT APPLIED.

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

## **WOVEN WIRE FENCE**

This work shall consist of removing and disposing of damaged fence and posts and installing the complete fence, including line posts, in accordance with Standard 665001 and Section 665 of the Standard Specifications to match the existing fence. Also included in this work is the barbed wire and shall be replaced to match existing strands.

Removal and disposal of brush, vines, and other growth required to make repairs shall not be paid for separately.

This work will be paid for at the contract unit price per FOOT for WOVEN WIRE FENCE 4'.

**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.



VARIOUS ROUTES  
SECTION D7 GUARDRAIL 2023-2  
VARIOUS COUNTIES  
CONTRACT NO. 74C06

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.

#### **ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)**

Effective: June 2, 2021

Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

## STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI<sub>L</sub> and MPI<sub>M</sub> in excess of five percent, as calculated by:

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

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

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

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**Attachment**

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

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

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 1, 2022

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

“STATEMENTS AND PAYROLLS

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

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full

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

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

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

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

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

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

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

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

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

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ..... 1106.02"

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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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.