

# 92

June 16, 2023 Letting

## Notice to Bidders, Specifications and Proposal



**Illinois Department  
of Transportation**

**Contract No. 78995  
Various Counties  
Section D9 ELECTRICAL REPAIR FY24-1  
Various Routes  
District 9 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. June 16, 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. 78995  
Various Counties  
Section D9 ELECTRICAL REPAIR FY24-1  
Various Routes  
District 9 Construction Funds**

**Electrical repair and/or maintenance on various routes throughout District 9.**

- 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. 78995

RECURRING SPECIAL PROVISIONS

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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 D9 Electrical Repair FY24-1, Various Counties, Contract No. 78995, 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 D9 Electrical Repair FY24-1  
Various Counties  
Contract No. 78995

### LOCATION OF IMPROVEMENT

Services will be performed within the geographical boundaries of District 9 which includes the following counties: Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White, and Williamson.

### DESCRIPTION OF WORK

Work shall consist of repairing or replacing damaged electrical traffic control devices, repairing highway lighting outages, traffic signal re-lamping and cleaning, replacing loop detectors, modernizing existing electrical facilities, adding new facilities and providing electrical services that are requested at locations described in a department work order issued in compliance with this Contract.

## TRAFFIC CONTROL PLAN

During the entire construction period, the road shall be kept open to traffic as follows:

- (a) The highway shall be kept open to at least one lane of traffic at all times and to two lanes of traffic to the greatest extent possible.
- (b) Access to all public roads and private entrances shall be maintained during all stages of the work.
- (c) Traffic may only be reduced to less than two lanes at the following locations at the indicated times. Limits are from the District Significant Location Map and limits should be verified. Failure to have the workers and equipment out of the work zone by 7:00 am will result in the Contractor being charged \$1,000 for each hour over beginning at 7:01 am.

### Interstate 64 between the Jefferson County/Washington County line to the I-64/I-57 northern split in Jefferson County

Monday thru Thursday 7pm – 7am

Friday 9pm - 7am

Sunday 9pm – 7am

Outside summer period (Memorial Day – Labor Day) and holidays as per Article 107.09. Standard lane closures are allowed from 7am to noon during peak hours, but no workers or equipment can be present.

### Interstate 57 between the I-64/I-57 northern split in Jefferson County to the I-57/I-24 Interchange in Williamson County

Monday thru Thursday

NB 7pm – 7am

SB 8pm - 7am

### Illinois Route 13 between New Era Road (Carbondale) in Jackson County to IL 37 (Marion) in Williamson County

Monday thru Friday 7pm – 7am

### Illinois Route 15 Between Davidson Avenue and 10<sup>th</sup> Street (Mt. Vernon) in Jefferson County

Monday thru Friday 7pm to 7am

### Interstate 24 between US 45 and the Ohio River Bridge in Massac County

Monday thru Friday 7pm – 7am

Outside summer period (Memorial Day – Labor Day) and holidays as per Article 107.09. Standard lane closures allowed from 7am to noon during peak hours, but no workers or equipment can be present.

The Contractor shall utilize the proper traffic control and protection procedures required by applicable highway standards to properly protect their workmen and the motoring public when



work is being performed on or near the roadway. Traffic control and protection will not be paid for separately but shall be included in applicable pay items listed in this contract.

Night time work zone lighting will not be paid for separately but shall be included in the applicable pay items listed in this contract. The rectorized temporary pavement marking tape requirement shown on standards 7010401 and 701422 shall be waived for this contract.

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

All lanes on state routes shall be open to traffic during the 2024 Solar Eclipse from 7:00 am on Saturday April 6, 2024, thru 10:00 pm Monday April 8, 2024.

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

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

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

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

Utility adjustments or relocations should not be required by this project. The **Illinois Underground Utility Facilities Damage Prevention Act** requires persons excavating to contact the one call system (J.U.L.I.E: 800-892-0123 or 811) before digging.

## **COMPLETION DATE**

The Contractor shall schedule his/her operations in order to complete all work orders issued, including all clean-up work and opening all roadways to traffic on or before the term of the contract expires. The term of this contract shall start on the date of contract execution and end 365 calendar days later.

## **TERMINATION FOR CAUSE**

The State may terminate this contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, their agents, their employees, or their subcontractors have caused or reasonably could cause jeopardy to health, safety, or property. If Contractor fails to perform to the State's satisfaction any material requirement of this contract or is in violation of a material provision of this contract, the State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date, the State may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract, and in either event seek any available legal or equitable remedies and damages.

## **TERMINATION FOR CONVENIENCE**

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

## **WORK ORDERS**

No work of any kind is to be performed by the Contractor unless a work order authorizing the work has been issued by the Engineer. Requests for emergency service calls may be initiated by the Department with a telephone call, faxed message, or email and followed by a written work order authorizing the work. The work order shall show the date and time of issuance, type of facility, location and a description of the service required or the problem reported, and pay item(s). The work order will indicate a department district contact and telephone number for the Contractor to contact with any questions regarding the work order.

If at the time of service being performed, additional work of a minor nature (not to exceed \$500) appears to be needed, the Contractor shall proceed with that work. If it appears that the additional work could result in a substantial addition or change to the current work order, the Contractor shall contact the Department's district contact before proceeding with the additional work.

The date and time the Contractor's work crew arrives at the location on the work order and the date and time the requested work is completed shall be noted on the Contractor's billing invoice submitted to the Department for payment. If the work is not completed on the first trip, the Contractor shall record on the invoice the arrival and departure dates and times for all subsequent work crews until the work order is completed.

The Contractor shall advise the Department's district contact upon arrival and departure of the site of all service calls and provide the status of work. The Contractor will be provided with an after hour's telephone number for the Department's district contact.

## **QUANTITIES**

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

## **PARTS AND MATERIALS**

Parts and materials supplied by the Contractor, which have a retail value under \$25.00 per unit, shall be considered incidental to the contract, and no additional compensation is allowed.

When such parts and materials are furnished by the Contractor, the material shall be of the best grade of its respective kind for the intended purpose. The Contractor is expected to make a good faith effort to purchase the parts and materials supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the Contractor shall be considered incidental to the contract, except for certain knockdown repairs or when a special piece of equipment is required to properly transport the item(s).

Parts and materials may be furnished by the Department when available and practical, unless otherwise specified by this contract. The transportation of department supplied parts and materials to the location on the work order by the Contractor shall be considered incidental to the contract. The Department, at its discretion, may increase or decrease the quantities or kinds of materials supplied to the Contractor. In order to expedite the repair of an installation, the Department reserves the right to deliver parts, materials, and equipment directly to the Contractor's shop or to the jobsite.

This work will be paid for at the contract unit price per EACH for BUCHANAN FUSEHOLDER KIT; LIGHTING CONTACTOR of the amp specified; BREAKAWAY COUPLING, of the size and type specified; ALUMINUM SIGNAL BASE, SQUARE (PELCO); SIGNAL HEAD of the material and type specified; PEDESTRIAN SIGNAL HEAD of the material and type specified; SPLICE KIT (3-M SCOTCHCAST #72-N1); INDUCTIVE LOOP DETECTOR; ALUMINUM LIGHT POLE of the size and type specified; and ALUMINUM TRANSFORMER BASE of the size and type specified. The work will also be paid for at the contract unit price per FOOT for ELECTRICAL CABLE of the type, size and number of conductors or pairs specified; at the contract unit price per GALLON for LOOP SEALANT (BONDO P606); and at the contract unit price per SQUARE FOOT for STAINLESS STEEL MESH of the size specified.

## **CONTRACTOR REQUIREMENTS**

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

The Contractor shall designate at least two responsible representatives of its organization of whom the Department may issue work orders and instructions. The Contractor shall provide necessary information (names and telephone numbers) of these representatives. One of these representatives shall be available at all times.

When the Contractor dispatches only one person to perform the work, that person will be an International Brotherhood of Electrical Workers journeyman, tradesman or equivalent. When the job requires more than one person, an apprentice or aid may accompany the journeyman.

The Contractor shall report the existence of any defective equipment, controls, and/or accessories which may require replacement or repairing. This information shall be given to the department representative and shall include the location of the defective item and the impact on the project.

The Contractor will be required to perform the specified work with his/her own workforce. Subcontracting of work will not be allowed without prior approval from the Department. The Contractor must provide justification for subcontracting work when requesting approval. In the event subcontracting of work is approved, the Contractor will submit actual invoices/receipts or bills from the subcontractor documenting the cost for labor, materials, supplies, and components.

## **EQUIPMENT**

The Contractor shall submit unit costs for equipment to be used in the execution of this contract. If the Department authorizes the Contractor to use a piece of machinery or equipment that does not have a contract unit price and is not considered incidental to the contract, payment shall be made in accordance with Article 109.04(b)(4) of the Standard Specifications for Road and Bridge Construction.

All Contractor work crews shall be equipped with a cellular telephone to facilitate communications with work crews and to verify operating conditions of essential electrical facilities. If more than one vehicle is being used for a work order, only the crew leader will be required to be equipped with a cellular telephone. The Contractor shall provide the Department with the cellular telephone number being used in the execution of each work order. The Department reserves the right to use the cellular telephone to contact a Contractor's work crew for their location and to request a report on the status of a work order. All costs associated with this requirement shall be included in the contract.

The time allowed for the equipment pay item included in this contract shall be the actual time the equipment is onsite at the work location (while work is underway). Equipment usage will be measured to the nearest 0.25 hour for each piece of equipment approved for use on the applicable work order. Equipment rates include (but are not limited to) the cost of fuel, oil, lubrication,

supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals.

This work will be paid for at the contract unit price per HOUR for PICK-UP TRUCK; TRUCK CRANE, BUCKET TRUCK FOR HIGHWAY LIGHTING; POLE TRAILER; FLATBED TRAILER., BUCKET TRUCK (LENGTH LESS THAN 35 FEET), AND BUCKET TRUCK (LENGTH 35 TO 65 FEET).

### **JOURNEYMAN ELECTRICIAN**

This unit shall be eligible for payment only when labor is performed onsite at appropriate work locations. Labor will be measured to the nearest 0.25 hour for each journeyman electrician approved for use on the applicable work order. Labor rates for journeyman electrician shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

The journeyman electrician shall furnish all labor, tools, equipment, and other incidentals necessary or convenient to the successful completion of work orders and the carrying out of all duties and obligations imposed by the contract. Also, the journeyman electrician shall be required to carry a cellular telephone to facilitate communications with work crews and to verify operation conditions of essential intelligent transportations system facilities. The Department reserves the rights to use the cellular telephone to contact the journeyman electrician for his or her location and to request a report on the status of a work order. No additional compensation for cellular telephone expenses will be allowed.

This work will be paid for at the contract unit price per HOUR for JOURNEYMAN ELECTRICIAN.

### **APPRENTICE ELECTRICIAN**

This unit shall be eligible for payment only when labor is performed onsite at appropriate work locations. Labor will be measured to the nearest 0.25 hour for each apprentice electrician approved for use on the applicable work order. Labor rates for apprentice electrician shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

Apprentice electricians utilized as part of this contract must follow the criteria listed below:

1. All apprentice electricians shall work within the guidelines of the apprentice program.
2. Apprentice electricians may only be utilized for routine maintenance tasks included, but not limited to, traffic camera lens cleaning, filter cleaning and/or replacement, light post inspection and repair, and other various duties associated with routine maintenance.
3. Apprentice electricians will be allowed to respond to emergency calls to assist a journeyman electrician when needed.
4. Apprentice electricians must be directly supervised at all times by a qualified vendor representative.
5. The Department reserves the right to limit the number of apprentices used in execution of this contract and reserves the right to restrict work performed for this contract by apprentice electricians.

The apprentice electrician shall furnish all labor, tools, equipment, and other incidentals necessary or convenient to the successful completion of work orders and the carrying out of all duties and obligations imposed by the contract unless already provided by the journeyman electrician.

This work will be paid for at the contract unit price per HOUR for APPRENTICE ELECTRICIAN.

## **LABOR**

This unit shall be eligible for payment only when labor is performed onsite at appropriate work locations. Labor will be measured to the nearest 0.25 hour for each person other than journey electrician or apprentice electrician (normally a laborer) approved for use on the applicable work order on items other than routine work items. Labor rates shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

The laborer shall furnish all labor, tools, equipment, and other incidentals necessary or convenient to the successful completion of work orders and the carrying out of all duties and obligations imposed by the contract. Also, the laborer shall be required to carry a cellular telephone to facilitate communications with work crews. The Department reserves the rights to use the cellular telephone to contact the laborer for his or her location and to request a report on the status of a work order. No additional compensation for cellular telephone expenses will be allowed.

This work will be paid for at the contract unit price per HOUR for LABOR.

## **ARROWBOARDS AND ATTENUATORS**

The arrowboards shall meet the requirements of Articles 701.15(i) and 1106.02. The attenuators shall meet the requirements of Articles 701.15(h) and 1106.02.

The time allowed shall be the actual time the arrowboard or attenuator is in use at the work locations. Labor will be measured to the nearest 0.25 hour for each arrowboard and/or attenuator approved for use on the applicable work order.

This work will be paid for at the contract unit price per HOUR for ARROWBOARD (TRAILER MOUNTED) or ATTENUATOR, CRASH (TRUCK MOUNTED).

## **ROUTINE WORK ITEMS**

The following are considered routine work items and are detailed as described in their sections: repair highway light pole knockdown; replace highway light pole breakaway device, couplings; replace highway light pole breakaway device, transformer base; and replace traffic signal post base assembly.

### **REPAIR HIGHWAY LIGHT POLE KNOCKDOWN**

This work consists of repairing a highway light pole knockdown at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item.

The Contractor shall respond within the specified time, as detailed in the Response Times provision, to clear the electrical circuit, install a Uni-Safe box to isolate the electrical cables, and remove any knockdown debris from the roadway and shoulder. Knockdown poles shall not be left on the roadway right of way while the Contractor is awaiting parts to complete the repair. If the initial knockdown callout is at night, on a weekend, or on a holiday, the Contractor may wait until the next working day to clear the pole from the right of way.

The parts and materials required to complete the repair shall be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's invoice. If a part is provided by the Department, the Contractor shall note this on the invoice. The Contractor shall not be eligible for any travel time reimbursement.

The Contractor is expected to complete the repair within five working days. The Contractor shall be responsible for notifying the Department if the requested knockdown repair cannot be completed within the allotted time.

This pay item shall be used for the repair of all highway light pole related knockdowns, including poles mounted on a foundation, median wall, or bridge parapet; lighting controllers; and service installations.

This work will be paid for at the contract unit price per EACH for REPAIR HIGHWAY LIGHT POLE KNOCKDOWN.

**REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLINGS**

This work shall consist of the replacement of a highway light pole breakaway device, couplings at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item.

The parts and materials required to complete the repair shall be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the Department, the Contractor shall note this on the invoice.

This work shall consist of the removal and disposal of the existing breakaway and complete replacement in accordance with Section 838 of the Standard Specifications for Road and Bridge Construction.

This work will be paid for at the contract unit price per EACH for REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, COUPLING.

**REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE**

This work shall consist of the replacement of a highway light pole breakaway device, transformer base at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item.

The parts and materials required to complete the repair shall be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the Department, the Contractor shall note this on the invoice.

This work shall consist of the removal and disposal of the existing breakaway and complete replacement in accordance with Section 838 of the Standard Specifications for Road and Bridge Construction.

This work will be paid for at the contract unit price per EACH for REPLACE HIGHWAY LIGHT POLE BREAKAWAY DEVICE, TRANSFORMER BASE.



### **REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY**

This work shall consist of the replacement of a traffic signal post base assembly at a location designated in a work order. This routine pay item shall be used to compensate the Contractor for all costs associated except for the cost of all the parts and materials required to complete the work item. The unit price shall be inclusive of labor, equipment, transportation of workers and materials, and temporary traffic control required to properly complete the work item.

The parts and materials required to complete the repair shall be charged as detailed in the Parts and Materials provision. The required parts and materials shall be itemized on the Contractor's billing invoice. If a part is provided by the Department, the Contractor shall note this on the invoice.

This work shall consist of the removal and disposal of the existing base assembly and complete replacement in accordance with Section 875 of the Standard Specifications for Road and Bridge Construction.

This work will be paid for at the contract unit price per EACH for REPLACE TRAFFIC SIGNAL POST BASE ASSEMBLY.

### **KNOCKDOWN DEBRIS**

The debris from damaged traffic signals, flashing beacons, and highway light poles shall remain the property of the Department. The Contractor shall transport knockdown debris to the Department's facility in Carbondale. This debris can be delivered after each knockdown repair or held at the Contractor's shop and delivered periodically to the Department's facility. The Contractor should notify the Department when knockdown debris is to be delivered, so personnel will be available to direct unloading.

Concrete rubble, broken glass, and other material of this type shall be disposed of by the Contractor at an approved site off of the State's right of way.

This requirement shall be considered included in this contract, and no additional compensation shall be allowed.

### **KNOCKDOWN DOCUMENTATION**

The Contractor shall provide the Department with photographs of all onsite knockdown debris to document the damage for third party claims. The photographs may be polaroid-type instant pictures or digital images and should have the number of views necessary to properly detail the motorist caused damage. Three or more photographs are required for adequate documentation. Pole numbers or other identifying information should be included in the photographs as much as possible. The costs incurred by the Contractor to have the cameras and film available to their work crews to provide this documentation to the Department shall be considered included in the routine work item to repair the knockdown, and no additional compensation shall be allowed.

## **ANCHOR BOLT REPAIRS**

Repairs to broken anchor bolts shall be made using rod couplings. The concrete around the broken anchor bolt shall be core drilled and removed to the depth necessary to accommodate the rod coupling. After the coupling is installed, the foundation shall be repaired with a suitable cement grout mixture. Anchor bolts shall not be welded. This work will be paid for as stated in the Parts and Materials provision.

## **TEST EQUIPMENT**

The Contractor shall provide all of his or her own testing instruments, as required, to service the electrical facilities of the Department.

The Contractor will be provided a copy of the procedure to be used to determine the integrity of inductive loop detectors. This procedure requires the Contractor to have proper electronic instruments to test the resistance, inductance, resistance to ground, and quality factor of a loop and lead-in circuit as per Article 801.13 of the Standard Specification for Road and Bridge Construction.

When testing intelligent transportation systems equipment, the Contractor shall use the established procedures as defined by the manufacturer or standard practice to determine the integrity of equipment. The Department shall be provided with the testing procedures used upon request.

All required test equipment shall be considered incidental to the contract, and no additional compensation will be allowed.

## **SMALL TOOLS**

Individual pieces of equipment not listed in the Department's Schedule of Average Annual Equipment Ownership Expense booklet and having a replacement value of \$1,000.00 or less shall be considered to be tools or small equipment, and no payment will be made for their use on this contract.

## **CONTROLLER SERVICE LOGS**

Entries in service logs in traffic signal controller cabinets are to be made by the Contractor at the time any controller related servicing is performed. The date and time entered in the service log shall document when the serviceman arrived to begin work in the controller cabinet.

## **TRAFFIC SIGNS**

When repairing a damaged traffic signal, flashing beacon, or highway lighting standard, the Contractor shall reinstall any traffic signs that were attached to the standard. If these signs are damaged to the extent they cannot be reused, the Contractor shall immediately notify the Department so that replacement signs can be installed.

## **NUMBERING SYSTEM**

The Contractor shall maintain the Department's traffic signal and highway lighting numbering systems on all knockdowns. These numbers are to be used on all reports, correspondence, and billing invoices.

## **WAIVER OF LIEN**

The Department may, at its discretion, require Waivers of Lien for materials or authorized subcontracted work prior to payment for any goods or services.

## **PROTECTIVE GEAR AND CLOTHING**

The Contractor shall be responsible for providing their workmen any necessary protective gear or clothing which may be required in the execution of a work order. Such gear or clothing could include (but not be limited to) dust masks, breathing apparatus, electrically insulated gloves, protective gloves, and clothing for chemicals, etc. The cost to provide protective gear or clothing shall not be paid for separately but shall be considered included in this contract.

## **CONFINED SPACE ENTRY**

The enclosed areas of bridge structures and pylons are considered to be confined spaces. The Contractor shall comply with all OSHA requirements relative to confined space entry. An oxygen deficient, toxic, explosive, or flammable atmosphere may exist within this confined space. Atmosphere testing shall be conducted prior to entry and continuously while employees are working within a confined space. The Contractor shall inform the Department of who will serve as the rescue responder in an emergency and what system will be used to notify the responder that an emergency exists. Compliance with this provision shall be considered included in this contract, and no additional compensation will be allowed.

## INVOICES

The amount shown on each invoice shall be in accordance with the rates established in the Summary of Quantities section. Any invoices/bills issued by the Contractor to the Department pursuant to this contract shall be sent to the following address:

Illinois Department of Transportation District 9 / Bureau of Administration  
Attn: Heath Barone.  
P.O. Box 100  
Carbondale, IL 62901.

Separate billing invoices shall be submitted by the Contractor for each individual work order. The Department will provide the Contractor a computer software database that shall be used by the Contractor to prepare the billing invoices.

By the 5th working day of each month, the Contractor shall submit the actual invoice, or an accurate estimate of cost for the work order, for services performed or assigned during the preceding month. The Contractor shall submit an invoice for each work order within two weeks after completion of the work.

The Contractor shall submit two copies of each invoice. All invoices shall contain the location of service, work order number; date work occurred; a detail of the amount and cost of labor, equipment, and materials (either Department or Contractor supplied) utilized to complete the requested service; a description of the service performed; and the total cost of the work. For invoices requiring itemization, a subtotal for labor, equipment, and materials shall be shown. A copy of the work order shall accompany each invoice.

When apprentice electricians perform work for this contract, the Contractor shall submit the apprentice electricians on the job training hours and the corresponding work order(s) with the invoice(s).

Final payment will not be made until all services are completed and accepted by the Department.

For routine work items, the invoice shall also include the unit price for the routine work item, detailed information about any deficiencies which were found and corrected while performing the routine work item, and a listing and price for parts used other than those required by the routine work item description.

For non-routine work (regular work orders), labor and equipment usage shall be billed to the nearest quarter hour.

The Contractor shall also attach a copy of the invoice showing their cost for any parts or materials with a unit cost of \$25.00 or more. See the Parts and Materials provision of this contract for the definition of incidental parts and materials.

The Department shares the maintenance responsibilities of some traffic signal installations in this service area with municipalities. The Contractor shall send all invoices to the Department first. The Department will pay its share of the invoice and forward it to the respective municipality. The remaining portion of the invoice will then be paid to the Contractor by the municipality.

## **SCHEDULE OF WORK**

Any work performed on state premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

## **WARRANTIES FOR SUPPLIES AND SERVICES**

The Contractor shall warrant that the supplies furnished under this Contract will conform to the State's manufacturing standards, specifications, drawings, samples, or descriptions furnished by the State including, but not limited to, all specifications attached as exhibits hereto; will be merchantable, of good quality and workmanship, free from defects for a period of 12 months or longer if specified in the writing, and fit and sufficient for the intended use; will comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; will be of good title and be free and clear of all liens and encumbrances; and will not infringe any patent, copyright, or other intellectual property rights of any third party. The Contractor shall agree to reimburse the State for any losses, costs, damages, or expenses, including, without limitations, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties. The Contractor shall ensure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties (express, implied, or statutory) and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

The Contractor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or state policies.

## **EXPENSES**

Unless otherwise agreed upon and stated herein, this contract does not allow for reimbursement of any expense incurred by the Contractor including, but not limited to, telephone or other communications devices, postage, copying, travel, transportation, lodging, food, and per diem.

## **TAX**

Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, the Contractor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

## PAYMENT TERMS AND CONDITIONS

By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Contract and the amount billed and expenses incurred are as allowed in the Contract. Invoices for services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, the Contractor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

## FAILURE TO MEET RESPONSE TIME

Should the Contractor fail to respond and/or complete a work order on time, or such extended time as may have been allowed by the Department, a monetary deduction will be applied to monies due or that may become due to the Contractor. The value of the monetary deduction will be as follows:

For LEVEL 1 (emergency service calls:)

Work Order Amount	Monetary Deduction for Each 15 Minutes*
From \$0 to \$500	\$25
From \$501 to \$1000	\$50
From \$1001 and over	\$100

\* After applicable response time expires

For LEVEL 2 (priority non-emergency service calls) and LEVEL 3 (routine work items:)

\$75.00 per day per work order

For the purpose of calculating the LEVEL 2 and LEVEL 3 monetary deduction, a day shall be any (or portion of) excluding the following:

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

## **CONTROL OF WORK**

The Department will conduct frequent inspections of the respective systems and installations to determine if the servicing is being performed by the Contractor promptly, satisfactory, and in the manner specified in the contract.

The Contractor shall at all times provide a force of qualified personnel sufficient, in the opinion of the Department, to perform the work and specialized operations required and described herein. A working knowledge will be required in basic electrical circuits, solid state circuits, D.C. applications, field testing equipment, and local/national electrical codes. The Department shall be the sole judge as to the qualifications and credentials of the Contractor's personnel.

The Department reserves the right to require the Contractor to remove any employee from his/her assignment on the jobsite based upon conduct, carelessness, insubordination, incompetence, inefficiency, or any other conditions deemed to be contrary to the best interest of the State of Illinois.

The Department reserves the right to place maximum or minimum limits on the work force and/or equipment utilized by the Contractor to execute a work order. The Contractor's employees shall be prepared to cooperate with such inspections and shall provide whatever information is requested concerning the work in progress.

## **CONTRACTOR'S REPRESENTATIVE**

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

## **ELECTRONIC MAIL AND FACSIMILE MACHINE**

The Contractor shall have electronic mail receiving and sending capabilities and a facsimile (fax) machine available. The Department will utilize these communication mediums to reduce errors in communications and to send/receive work orders, receive daily contract work activity sheets, various drawings, and estimate sheets as needed. This requirement shall be included in the contract, and no additional compensation shall be allowed.

## **CONTRACTOR RESPONSIBILITY**

When repairing a damaged highway lighting standard, the Contractor shall reinstall any existing pole identification signs which were attached to the standard. If these signs were damaged to the extent they cannot be reused, the Contractor shall immediately notify the Department so that a replacement sign can be installed. This requirement shall be considered included with this contract, and no additional compensation shall be allowed.

The Contractor shall be solely responsible for any damage to existing structures or to the right-of-way resulting from the operation of his or her equipment or employees while making repairs. The Contractor shall, at his/her own expense, restore any damage to a condition equal to that existing before the damage was done as directed by the Department's district contact.

## **UNDERGROUND FACILITIES**

Before starting work at a repair site requiring excavation, the Contractor shall contact J.U.L.I.E. at the phone number 1-800-892-0123 to facilitate the location of underground utilities. The Contractor shall also locate department lighting circuits, traffic signals, and other electrical facilities in areas of excavation and protect them.

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

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

Effective: November, 2009

In addition to the provisions contained in Article 107.22 of the Standard Specifications, any required submittal(s) to the District office shall require four copies sent for processing. All copies of pictures submitted shall be in color.



## TRAFFIC SIGNAL LOCATIONS

For information only. Locations are subject to change.

COUNTY	TOWN	MARKED_ROUTE	SIDE_ROAD
Alexander	Cario	US 51/ILL 3	ILL 37
Franklin	West City	ILL 14	Central Ave/S Central Ave
Franklin	West City	ILL 14	I 57SB TO ILL 14/ILL 14 TO I 57SB
Franklin	West City	ILL 14	I 57NB TO ILL 14/ILL 14 TO I 57NB
Franklin	West City	ILL 14	N Du Quoin St/S Du Quoin St
Franklin	Benton	ILL 34	N McLeansboro St/S McLeansboro St
Franklin	West Frankfort	ILL 149	I 57SB TO ILL 149/ILL 149 TO I-57SB
Franklin	West Frankfort	ILL 149	I-57NB TO ILL 149/ ILL 149 TO I 57NB
Franklin	West Frankfort	ILL 149	ILL 37
Franklin	West Frankfort	ILL 149	N Emma St/S Emma St
Franklin	West Frankfort	ILL 149	N Jefferson St/S Jefferson St
Franklin	Benton	ILL 37	Petroff Rd/E Illinois St
Franklin	Benton	ILL 37	ILL 14
Franklin	West Frankfort	ILL 37	W. St Louis St
Hamilton	McLeansboro	ILL 242	ILL 142
Hamilton	McLeansboro	ILL 142	Main St
Jackson	Murphysboro	ILL 127/ILL 13	Industrial Park Rd
Jackson	Murphysboro	ILL 13/ILL 127/ILL 149-N	ILL 149/6th St
Jackson	Carbondale	US 51 SB (University Ave)	W Oak St
Jackson	Carbondale	US 51 SB (University Ave)	W College St
Jackson	Carbondale	US 51 SB (University Ave)	W Mill St
Jackson	Carbondale	US 51 (S Illinois Ave)	E Grand Ave
Jackson	Carbondale	US 51 (S Illinois Ave)	Lincoln Dr
Jackson	Carbondale	US 51 (S Illinois Ave)	E Pleasant Hill Rd/W Pleasant Hill Rd
Jackson	Carbondale	US 51	S Illinois Ave
Jackson	Carbondale	US 51	Old US 51/S Illinois Ave
Jackson	Carbondale	US 51 NB (S Illinois Ave)	Mill St/W Mill St
Jackson	Carbondale	US 51 NB (S Illinois Ave)	E College St/W College St

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Jackson	Carbondale	US 51 NB (N Illinois Ave)	Oak St/W Oak St
Jackson	Murphysboro	ILL 13	14th St
Jackson	Murphysboro	ILL 13	13th St
Jackson	Murphysboro	ILL 13	11th St
Jackson	Murphysboro	ILL 127/ILL 149	ILL 149
Jackson	Murphysboro	ILL13/ILL 127/ILL 149-S	ILL 149/Walnut St
Jackson	Murphysboro	ILL 13	N Williams St/S Williams St
Jackson	Murphysboro	ILL 13	Watson Rd
Jackson	Murphysboro	ILL 13	Country Club Rd/Murdale Gardens Rd
Jackson	Carbondale	ILL 13	W Striegel Rd
Jackson	Carbondale	ILL 13	W Murphysboro Rd/New Era Rd
Jackson	Carbondale	ILL 13	N Emerald Ln/W Sycamore St
Jackson	Carbondale	ILL 13	N Glenview Dr
Jackson	Carbondale	ILL 13 EB (Walnut St)	S Oakland Ave
Jackson	Carbondale	ILL 13 EB (Walnut St)	S Poplar St
Jackson	Carbondale	ILL 13 EB (Walnut St)	US 51 SB (University Ave)
Jackson	Carbondale	ILL 13 EB (Walnut St)	US 51 NB (S Illinois Ave)
Jackson	Carbondale	ILL 13 EB (Walnut St)	S Washington St
Jackson	Carbondale	ILL 13 EB (Walnut St)	S Wall St
Jackson	Carbondale	ILL 13 EB (Walnut St)	S Lewis Ln
Jackson	Carbondale	ILL 13	E Mckinney Ave
Jackson	Carbondale	ILL 13	N Giant City Rd
Jackson	Carbondale	ILL 13	N Reed Station Rd/S Reed Station Rd
Jackson	Carbondale	ILL 13 WB (Main St)	N Lewis Ln/S Lewis Ln
Jackson	Carbondale	ILL 13 WB (Main St)	N Wall St/S Wall St
Jackson	Carbondale	ILL 13 WB (Main St)	N Marion St/S Marion St
Jackson	Carbondale	ILL 13 WB (Main St)	N Washington St/S Washington St
Jackson	Carbondale	ILL 13 WB (Main St)	US 51 NB (N Illinois Ave/S Illinois Ave)
Jackson	Carbondale	ILL 13 WB (Main St)	US 51 SB (University Ave)
Jackson	Carbondale	ILL 13 WB (Main St)	N Poplar St/S Poplar St
Jackson	Carbondale	ILL 13 WB (Main St)	N Oakland Ave/S Oakland Ave
Jackson	Murphysboro	ILL 149	20th St
Jackson	Carbondale	Old ILL 13	N Giant City Rd/S Giant City Rd
Jefferson	Mt Vernon	ILL 15	Shilo Rd/CR-950 E
Jefferson	Mt Vernon	ILL 15	Davidson Ave
Jefferson	Mt Vernon	ILL 15	45th-Wells Bypass/Potomac Blvd
Jefferson	Mt Vernon	ILL 15	I-57 SB to IL 15 Ramp/IL to I-57 SB Ramp
Jefferson	Mt Vernon	ILL 15	I-57 NB to IL 15 Ramp/IL to I-57 NB Ramp
Jefferson	Mt Vernon	ILL 15	44th St
Jefferson	Mt Vernon	ILL 15	42nd St
Jefferson	Mt Vernon	ILL 15	W Crownview

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Jefferson	Mt Vernon	ILL 15	34th St/S 34th St
Jefferson	Mt Vernon	ILL 15	30th St
Jefferson	Mt Vernon	ILL 15	N 27th St
Jefferson	Mt Vernon	ILL 15 E	S 12th St
Jefferson	Mt Vernon	ILL 15 E	ILL 37/S 10th St
Jefferson	Mt Vernon	ILL 15 E	S 9th St
Jefferson	Mt Vernon	ILL 15 W	N 9th St/S 9th St
Jefferson	Mt Vernon	ILL 15 W	ILL 37/N 10th St
Jefferson	Mt Vernon	ILL 15 W	N 12th St/S 12th St
Jefferson	Mt Vernon	ILL 142	Continental Tire Entrance
Jefferson	Mt Vernon	ILL 37	Gaskins Ave/Oakland Ave
Jefferson	Mt Vernon	ILL 37	Jordan Ave
Jefferson	Mt Vernon	ILL 37	Newby Ave
Jefferson	Mt Vernon	ILL 37	Pekins Ave
Jefferson	Mt Vernon	ILL 37	ILL 142/ILL 148
Jefferson	Mt Vernon	ILL 37	Harrison St
Massac	Metropolis	US 45	5th St/Ferry St
Massac	Metropolis	US 45	E 12th St
Massac	Metropolis	US 45	Devers Rd
Massac	Metropolis	US 45	I 24EB TO US 45/US 45 TO I 24EB
Massac	Metropolis	US 45	I 24WB TO US 45/US 45 TO I 24WB
Massac	Metropolis	US 45	Market St
Perry	DuQuoin	US 51	Poplar St/E Poplar St
Perry	DuQuoin	US 51	Grant Way
Perry	DuQuoin	US 51	Howelman Drive/South Entrance
Saline	Harrisburg	US 45/ILL 34	W Sloan St
Saline	Harrisburg	US 45/ILL 34	ILL 145
Saline	Harrisburg	ILL 13	Old ILL 13
Saline	Harrisburg	ILL 13	ILL 34
Saline	Harrisburg	ILL 13/ILL 34	US 45
Saline	Harrisburg	US 45	Small St
Saline	Harrisburg	US 45	Seright St
Saline	Harrisburg	US 45/ILL 34	Poplar St
Saline	Eldorado	ILL 142	US 45
Saline	Harrisburg	Old ILL 13	Old ILL 34/Old ILL 13 Poplar St
Union	Anna	ILL 146	E Jefferson St/W Jefferson St
Union	Anna	ILL 146	E Davie St/W Davie St
Union	Anna	ILL 146	Springfield Ave
Union	Anna	ILL 146	US 51
Union	Anna	ILL 146	Leigh Dr
White	Carmi	ILL 1/ILL 14	Walnut St

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White	Carmi	ILL 1/ILL 14	Staley St
White	Carmi	ILL 1/ILL 14	Main Cross St
White	Carmi	ILL 1/ILL 14	First St/Church St
White	Carmi	ILL 1	5th St/Plum St
White	Carmi	ILL 1	April Ave/Fairground Rd
White	Carmi	ILL 1	Industrial Ave
White	Carmi	ILL 1	ILL 14
Williamson	Marion	Old 13/W Main St	W Main St to I57 SB Ramp
Williamson	Marion	Old 13/W Main St	W Main St to I-57 NB Ramp
Williamson	Cartersville	ILL 13	Spillway Rd
Williamson	Cartersville	ILL 13	Greenbriar Rd
Williamson	Cartersville	ILL 13	Division St
Williamson	Marion	ILL 13	ILL 148
Williamson	Marion	ILL 13	Terminal Dr
Williamson	Marion	ILL 13	N Pentecost Dr
Williamson	Marion	ILL 13	Bainbridge Trail/Redco Dr
Williamson	Marion	ILL 13	Skyline Dr
Williamson	Marion	ILL 13	N Sinclair Dr
Williamson	Marion	ILL 13	Walton Way/Williamson Co Parkway
Williamson	Marion	ILL 13	Halfway Rd
Williamson	Marion	ILL 13	I-57 Interchange
Williamson	Marion	ILL 13	Carbon St/N Carbon St
Williamson	Marion	ILL 13	Russell St
Williamson	Marion	ILL 13	ILL 37/N Court St
Williamson	Marion	ILL 13	State St/Spillertown Rd
Williamson	Marion	ILL 13	Fair St/N Fair St
Williamson	-	ILL 13	ILL 166/Pittsburg Rd
Williamson	Herrin	ILL 148	Park Ave/E. Herrin St
Williamson	Herrin	ILL 148	Madison St
Williamson	Herrin	ILL 148	Monroe St
Williamson	Herrin	ILL 148	Cherry St
Williamson	Herrin	ILL 148	W Harrison St/E Harrison St
Williamson	Herrin	ILL 148	W Maple St/E Lyerla Dr
Williamson	Herrin	ILL 148	W Poplar St/E Poplar St
Williamson	Herrin	ILL 148	Stotlar St/E Stotlar St
Williamson	Herrin	ILL 148	W Clark Trail/E Clark Trail
Williamson	Energy	ILL 148	College St
Williamson	Energy	ILL 148	Cartersville Blacktop/McCree Rd
Williamson	Marion	ILL 148	Old 13/W Main St
Williamson	Johnston City	ILL 37	Broadway Blvd
Williamson	Marion	ILL 37	W Boulevard St

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Williamson	Marion	ILL 37	Old 13/W Main St
Williamson	Marion	ILL 37	W Boyton St/W Hendrickson St
Jefferson	Mt Vernon	Veterans - Local	34th St
Williamson	Marion	Main St - Local	Carbon St
Williamson	Marion	Main St - Local	Russell St
Williamson	Marion	Main St - Local	Halfway Rd
Williamson	Marion	Halfway Rd - Local	17th St
Williamson	Marion	Williamson Co Parkway - Local	17th St
Jackson	Carbondale	Grand Ave Carbondale - Local	Wall St
Jackson	Carbondale	Grand Ave Carbondale - Local	Giant City Rd
Jackson	Carbondale	Mill St - Carbondale - Local	Wall St

### HIGHWAY LIGHTING LOCATIONS

For information only. Locations are subject to change.

ALEXANDER	LOCATION	DESCRIPTION	TYPE
US 51-60-62	S. OF CAIRO	250W HPS MULTI MT	STEEL 45' TENON
US 51/IL 3 @ IL 37	N. OF CAIRO	250W HPS MULTI MT	ALUM 43' TENON
IL 3 @ I-57	N. OF CAIRO	250W HPS MULTI MT	ALUM 43' TENON
IL 3 @ IL 146	CAPE "T"	250W HPS MULTI MT	STEEL 45' TENON
IL 3 REST AREA	S. OF MCCLURE	250W HPS HORZ MT	METAL POLE
FRANKLIN	LOCATION	DESCRIPTION	TYPE
IL 149 @ I-57 (EAST SIDE)	W.F. PUMPHOUSE	250W HPS MULTI MT	STEEL 45' TENON
IL 37 @ ST. LOUIS ST.	W.F.	LIGHTS	METAL POLES
IL 14 @ I-57 (WEST SIDE)	WEST CITY	250W HPS MULTI MT	STEEL 45' TENON
IL 37 @ PETROFF RD.	BENTON	LIGHTS	METAL POLES
IL 14	WEST CITY, W. OF MAINT. YARD	250W HPS MULTI MT	STEEL 45' TENON
NB I-57 REST AREA	N. OF BENTON	400W HPS TOWER MT	TOWER 80'
NB I-57 REST AREA	N. OF BENTON	250W HPS MULTI MT	STEEL 45' TENON
SB I-57 REST AREA	REND LAKE	250W HPS MULTI MT	STEEL 45' TENON
SB I-57 REST AREA	REND LAKE	250W HPS MULTI MT	STEEL 45' TENON
IL 154 @ I-57 (WEST SIDE)	REND LAKE	250W HPS MULTI MT	STEEL 45' TENON
IL 154 @ I-57 (EAST SIDE)	REND LAKE	250W HPS MULTI MT	STEEL 45' TENON
IL 154 @ IL 37	REND LAKE	250W HPS MULTI MT	STEEL 45' TENON
IL 14 @ IL 184	MULKEYTOWN	LIGHT ON MAST ARM	WOOD POLE

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<b>GALLATIN</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 13 @ IL 142	(ALL WAY STOP) EQUALITY	250W HPS MULTI MT	STEEL 45' TENON
IL 1 @ IL 13	(ALL WAY STOP) JUNCTION	250W HPS HORZ MT	ALUM 46'/15' MAST ARM
<b>HAMILTON</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 142 @ GOLF COURSE RD.	MCLEANSBORO	LIGHTS ON MAST ARM	METAL POLES W/ MAST ARM
<b>HARDIN</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 146 @ IL 34	HUMMS WYE, SHELTERVILLE BLKTOP	LIGHTS ON MAST ARM	WOOD POLE
IL 146 @ IL 1	N. OF CAVE-IN-ROCK	LIGHTS ON MAST ARM	WOOD POLE
IL 146 @ IL 34	ROSICALRE SPUR	LIGHT	WOOD POLE
<b>JACKSON</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 3 @ IL 149	W. OF GRIMSBY	250W HPS MULTI MT	STEEL 45' TENON
IL 13/127 @ IL 149	MURPHYSBORO	LIGHTS	METAL POLES
IL 127 @ IL 149 (5TH ST.)	MURPHYSBORO	250W HPS MULTI MT	COMB MASTARM TENON
IL 13/127 @ 149 (6TH ST.)	MURPHYSBORO	250W HPS MULTI MT	STEEL 45' TENON
IL 13/127 @ AVA ROAD	G'PA JOHNS M'BORO (BUSSINESS 13)	250W HPS MULTI MT	STEEL 45' TENON
IL 13/127 @ IL 4	N. OF MURPHYSBORO	250W HPS MULTI MT	STEEL 45' TENON
IL 13	M'BORO (WILLIAMS ST. - IL 149/13/127 INT.)	LIGHTS	METAL POLE
BUSINESS HIGHWAY 13 @ AVA RD.	MURPHYSBORO	LIGHTS	METAL POLE
IL 13/127 @ INDUSTRIAL PARK RD.	MURPHYSBORO	LIGHTS	METAL POLE
IL 13 @ LAKE RD.	W. OF CARBONDALE	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ WOOD RD.	W. OF CARBONDALE	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ AIRPORT RD.	W. OF CARBONDALE	250W HPS MULTI MT	ALUM 45' TENON
OLD 13 @ SHOEMAKER DR. & 5TH ST.	M'BORO BRDIGE	250W HPS MULTI MT	STEEL 45' TENON
OLD 13 @ WILLIAMS ST.	E. OF MURPHYSBORO	250W HPS MULTI MT	STEEL 45' TENON
IL 127 @ OLD 13	E. OF MURPHYSBORO	LIGHT ON MAST ARM	WOOD POLE
OLD 13 @ LAKE RD. (BEGINNING)	E. OF MURPHYSBORO	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ REED STATION RD.	CARBONDALE	LIGHTS ON MAST ARM	METAL POLES

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JEFFERSON	LOCATION	DESCRIPTION	TYPE
I-57 @ EXIT 103	DIX	250W HPS HORZ MT	WOOD POLE
I-57 @ EXIT 103	DIX	400W HPS TOWER MT	TOWER 80'
I-57 @ I-64 N. TRI-LEVEL S.B.	MT. VERNON	LIGHTS ON MAST ARM	METAL POLE W/ MAST ARM
I-57 @ I-64 N. TRI-LEVEL N.B.	MT. VERNON		
I-57 @ I-64 VETERANS EXIT	MT. VERNON		
I-57 @ I-64 EXIT 95	MT. VERNON		
I-57 @ I-64 S. TRI-LEVEL S.B.	MT. VERNON	250W HPS HORZ MT	STEEL 45' TENON
I-57 @ I-64 S. TRI-LEVEL NB/EB	MT. VERNON	250W HPS HORZ MT	STEEL 45' TENON
I-57 @ I-64 S. TRI-LEVEL WB/NB	MT. VERNON	250W HPS HORZ MT	STEEL 45' TENON
IL 142 @ MAIN ST.	BELLE RIVE	250W HPS MULTI MT	STEEL 45' TENON
WB I-64 REST AREA	E. OF MT. VERNON	250W HPS HORZ MT	STEEL 45' TENON
WB I-64 REST AREA	E. OF MT. VERNON	400W HPS TOWER MT	TOWER 80'
EB I-64 REST AREA	E. OF MT. VERNON	250W HPS HORZ MT	STEEL 45' TENON
EB I-64 REST AREA	E. OF MT. VERNON	400W HPS TOWER MT	TOWER 80'
I-64 @ IL 37 EXIT 80	MT. VERNON	250W HPS HORZ MT	STEEL 45' TENON
I-64 @ IL 37 EXIT 80	MT. VERNON	400W HPS TOWER MT	TOWER 80'
I-64 @ EXIT 69	WOODLAWN	250W HPS MULTI MT	STEEL 45' TENON
I-57 @ EXIT 83	INA	400W HPS TOWER MT	TOWER 80'
I-64 @ EXIT 89	BELLE RIVE	250W HPS MULTI MT	STEEL 45' TENON
JOHNSON	LOCATION	DESCRIPTION	TYPE
I-24 @ IL 146 WEST	VIENNA	250W HPS MULTI MT	STEEL 45' TENON
I-24 @ IL 146 EAST	VIENNA	250W HPS MULTI MT	STEEL 45' TENON
I-24 @ US 45	VIENNA	250W HPS MULTI MT	STEEL 45' TENON
US 45 @ IL 166	NEW BURNSIDE	LIGHT ON MAST ARM	WOOD POLE
I-24 @ TUNNEL HILL RD.	TUNNEL HILL ROAD AND I-24 EXIT	LIGHTS	METAL POLES
I-57 @ GOREVILLE RD.	GOREVILLE RD. AND I- 57 EXIT	LIGHTS	METAL POLES

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<b>MASSAC</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
I-24 @ US 45 EAST	METROPOLIS	250W HPS HORZ MT	ALUM 46'/15' MAST ARM
I-24 REST AREA	MASSAC CO R.A.	400W HPS TOWER MT	TOWER 110'
I-24 REST AREA	MASSAC CO R.A.	250W HPS MULTI MT	STEEL 45' TENON
IL 145 @ Country Club Rd.	METROPOLIS	250W HPS MULTI MT	STEEL 45' TENON
US 45 @ IL 169	E. OF KARNAK	LIGHT ON MAST ARM	WOOD POLE
US 45 @ DEVERS RD.	METROPOLIS	LIGHTS	METAL POLE
US 45 @ FERRY ST.	METROPOLIS	LIGHTS	METAL POLE
US 45 @ 12TH ST.	METROPOLIS	LIGHTS	METAL POLE
<b>PERRY</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
US 51 @ IL 154	N. OF SUNFIELD (ALL WAY STOP)	250W HPS MULTI MT	ALUM 45' TENON
IL 150 @ IL 154	N. OF CUTLER	250W HPS MULTI MT	WOOD POLE
IL 13/127 @ IL 152	PYATT CUTLER ROAD	250W HPS MULTI MT	STEEL 45' TENON
<b>POPE</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 145 @ 146	DIXON SPRINGS	LIGHTS ON MAST ARM	WOOD POLE
<b>PULASKI</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
I-57 @ SHAWNEE COLLEGE RD.	ULLIN	400W HPS TOWER MT	TOWER 80'
I-57 @ SHAWNEE COLLEGE RD.	ULLIN	400W HPS TOWER MT	TOWER 90'
I-57 @ SHAWNEE COLLEGE RD.	ULLIN	400W HPS TOWER MT	TOWER 100'
I-57 @ MOUNDS RD.	MOUNDS	400W HPS TOWER MT	TOWER 80'
I-57 @ MOUNDS RD.	MOUNDS	400W HPS TOWER MT	TOWER 90'
OLD 51 @ SHAWNEE COLLEGE RD.	ULLIN	250W-HPS	WOOD POLE
IL 37 @ OLMSTED DAM RD.	N. OF OLMSTEAD ON IL-37	250W HPS MULTI MT	STEEL 45' TENON



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<b>SALINE</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
US 45 @ WASSON RD.	W. OF ELDORADO	250W HPS MULTI MT	ALUM 45' TENON
IL 142 @ US 45	ELDORADO	LIGHTS	METAL POLE
IL 145 @ IL 34	MITCHELLSVILLE	SERVICED BY SEI-COOP	SERVICED BY SEI-COOP
US 45 @ IL 34/145	HARRISBURG	SERVICED BY CIPS	SERVICED BY CIPS
IL 13/34 @ US 45(E. Bypass)	HARRISBURG	250W HPS MULTI MT	COMB MAST ARM TENON
IL 13 @ IL 34( W. Bypass)	HARRISBURG	250W HPS MULTI MT	COMB MAST ARM TENON
IL 13 @ OLD IL 13 (POPLAR ST.)	S. OF HARRISBURG	LIGHTS	METAL POLE
IL 13 @ LOVERS LANE	N. OF HARRISBURG	LIGHTS ON MAST ARM	WOOD POLE
IL 13 @ OLD IL 13 (POPLAR ST.)	N. OF HARRISBURG	LIGHTS	METAL POLE
IL 13 @ GRANGER ST.	HARRISBURG	LIGHTS	METAL POLE
IL 13 @ CARRIER MILLS RD.	IL 13 @ CARRIER MILLS RD.	LIGHTS	WOOD POLE
<b>UNION</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
US 51 @ IL 146	ANNA	LIGHTS	METAL POLE W/ STOP LIGHT
IL 146 @ LEIGH DR.	ANNA	LIGHTS	METAL POLES
IL 146 @ SPRINGFIELD AVE.	ANNA	LIGHTS	METAL POLE
NB I-57 REST AREA	E. OF ANNA (ON I-57)	250W HPS MULTI MT	STEEL 45' TENON
NB I-57 REST AREA	E. OF ANNA (ON I-57)	400W HPS TOWER MT	TOWER 80'
SB I-57 REST AREA	E. OF ANNA (ON I-57)	250W HPS MULTI MT	STEEL 45' TENON
SB I-57 REST AREA	E. OF ANNA (ON I-57)	400W HPS TOWER MT	TOWER 80'
I-57 @ LICK CREEK	LICK CREEK	250W HPS MULTI MT	STEEL 45' TENON
I-57 @ IL 146	E. OF ANNA	250W HPS MULTI MT	TOWER 80'
I-57 @ DONGOLA RD.	DONGOLA	250W HPS MULTI MT	STEEL 45' TENON
US 51 @ OLD 51	DONGOLA	250W HPS MULTI MT	NEED PLANS
US 51 MEETS I-57 SOUTH	DONGOLA	LIGHTS	METAL POLE
IL 146 @ IL 127	W. OF JONESBORO	250W HPS MULTI MT	WOOD POLE
US 51 @ LOW. COBDEN RD.	E. OF COBDEN	LIGHTS	WOOD POLE
US 51 @ UP. COBDEN RD.	E. OF COBDEN	LIGHTS	WOOD POLE

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WHITE	LOCATION	DESCRIPTION	TYPE
IL 1 @ US 45	NORRIS CITY	250W HPS HORZ MT	STEEL 45' TENON
I-64 @ EXIT 117	BURNT PRARIE	250W HPS MULTI MT	STEEL 45' TENON
I-64 @ EXIT 130	GRAYVILLE	250W HPS HORZ MT	STEEL 45' TENON
I-64 @ EXIT 130	GRAYVILLE	400W HPS TOWER MT	TOWER 80'
I-64 REST AREA	GRAYVILLE	250W HPS HORZ MT	STEEL 45' TENON
I-64 REST AREA	GRAYVILLE	400W HPS TOWER MT	TOWER 80'
IL 1 @ CROSSVILLE WEIGH ST.	CROSSVILLE	250W HPS HORZ MT	WOOD POLE
US 45 @ IL 141	SOUTH OF NORRIS CITY	LIGHTS	WOOD POLE
IL 141 @ EPWORTH RD.	EAST OF NEW HAVEN	LIGHTS ON MAST ARM	WOOD POLE
WILLIAMSON	LOCATION	DESCRIPTION	TYPE
I-57 @ I-24 WEST	N. OF PULLEYS MILL (I 57/I 24 INTERCHANGE)	400W HPS TOWER MT	TOWER 80'
I-57 @ I-24 WEST	N. OF PULLEYS MILL (I 57/I 24 INTERCHANGE)	400W HPS TOWER MT	TOWER 90'
I-57 @ I-24 EAST	N. OF PULLEYS MILL (I 57/I 24 INTERCHANGE)	400W HPS TOWER MT	TOWER 80'
I-57 @ I-24 EAST	N. OF PULLEYS MILL (I 57/I 24 INTERCHANGE)	400W HPS TOWER MT	TOWER 90'
I-57 @ IL 148	N. OF PULLEYS MILL (I 57 EXIT TO IL 148)	400W HPS TOWER MT	TOWER 80'
I-57 @ IL 148	N. OF PULLEYS MILL (I 57 EXIT TO IL 148)	400W HPS TOWER MT	TOWER 90'
NB I-57 WEIGH STATION	S. OF MARION	250W HPS MULTI MT	STEEL 45' TENON
NB I-57 WEIGH STATION	S. OF MARION	400W HPS TOWER MT	TOWER 80'
SB I-57 WEIGH STATION	S. OF MARION	250W HPS MULTI MT	STEEL 45' TENON
SB I-57 WEIGH STATION	S. OF MARION	400W HPS TOWER MT	TOWER 80'
I-57 @ OLD 13 EAST	NB EXIT 53 MARION	LIGHTS ON MAST ARM	METAL POLE W/ MAST ARM
I-57 @ OLD 13 WEST	SB EXIT 53 MARION		
I-57 @ OLD 13	EXIT 53 MARION		
I-57 @ IL. 13	EXIT 54 MARION		
I-57 @ THE HILL	EXIT 54A MARION		
I-57 @ JOHNSTON CITY RD.	JOHNSTON CITY (INTERSTATE EXIT)	250W HPS MULTI MT	STEEL 45' TENON
IL. 37 @ JOHNSTON CITY RD.	JOHNSTON CITY	250W HPS MULTI MT	COMB MAST ARM TENON
IL 13 @ SPILLWAY RD.	E. OF CARBONDALE	250W HPS MULTI MT	COMB MAST ARM TENON

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IL 13 @ CAMBRIA RD.	CAMBRIA RD. (CRAB ORCHARD LAKE)	150W HPS HORZ MT	ALUM 36'/15' MAST ARM
IL 13 @ GREENBRIAR RD.	GREENBRIAR RD.	250W HPS HORZ MT	ALUM 46'/15' MAST ARM
IL 13 @ CAMPGROUND RD.	CRAB ORCHARD LAKE	250W HPS HORZ MT	ALUM 46'/15' MAST ARM
IL 13 @ DIVISION ST.	CARTERVILLE	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ WOLFCREEK	CRAINVILLE	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ BRIGGS RD.	WEST OF IL 148 @ IL 13 INTERSECTION	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ IL 148	SOUTH OF ENERGY	250W HPS MULTI MT	COMB MAST ARM TENON
IL 13 @ TERMINAL DR.	WILL. CO. AIRPORT	250W HPS MULTI MT	COMB MAST ARM TENON
IL 13 @ IL 37	MARION	250W HPS MULTI MT	COMB MAST ARM TENON
IL 13 @ OLD 13 (MAIN ST.)	E. OF MARION	150W HPS HORZ MT	ALUM 36'/15' MAST ARM
IL 13 @ IL 166	E. OF MARION	250W HPS MULTI MT	STEEL 45' TENON
IL 13 @ CRAB ORCHARD RD.	CRAB ORCHARD	250W HPS MULTI MT	WOOD POLE
IL 37 @ STOTLAR RD.	WHITEASH	250W HPS MULTI MT	STEEL 45' TENON
OLD 13 @ IL 148	W. OF MARION	250W HPS MULTI MT	COMB MAST ARM TENON
IL 148 @ GRASSY RD.	S. OF OLD 13	250W HPS HORZ MT	WOOD POLE
IL 148 @ EDEN PARK RD.	S. OF ENERGY (BOTH ENDS OF RD.)	LIGHTS	WOOD POLE
CAMBRIA RD. @ HERRIN RD.	BLAIRSVILLE	250W HPS MULTI MT	STEEL 45' TENON
IL 149 @ CAMBRIA RD.	HURST	LIGHT ON MAST ARM	WOOD POLE
IL 37 @ IL 148	N. OF PULLEYS MILL, S. OF MARION	LIGHTS	METAL POLE
IL 37 @ LAKE OF EGYPT RD.	N. OF PULLEYS MILL, SOUTH OF MARION	250W HPS MULTI MT	STEEL 45' TENON
IL 148 @ GRAND AVE.	ENERGY	LIGHTS	METAL POLE
IL 13 @ PAULTON RD.	CRAB ORCHARD	LIGHTS ON MAST ARM	WOOD POLE
IL 13 @ PENTECOST RD.	MARION	LIGHT	METAL POLE
IL 13	TERMINAL DR	LIGHTS	METAL POLE
IL 13 WOLF CREEK	CRAINVILLE	250 W HPS MULTI MT	STEEL 45' TENON

## FLASHING BEACON LOCATIONS

For information only. Locations are subject to change.

<b>ALEXANDER</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 3 @ IL 146	CAPE "T"	FLASHING BEACON	2 RED, 2 YELLOW
IL 3 @ IL 127	ALL WAY STOP	FLASHING BEACON	RED
IL 127 @ ULLIN RD.	W. OF ULLIN	FLASHING BEACON	RED
<b>FRANKLIN</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>TYPE</b>
IL 154 @ IL 37	REND LAKE	FLASHING BEACON	1 RED, 2 YELLOW
IL 14 @ IL 184	MULKEYTOWN	FLASHING BEACON	YELLOW
IL 148 @ IL 154	SESSER "T"	FLASHING BEACON	RED
IL 148 @ VALIER RD.	VALIER	FLASHING BEACON	RED
IL 148 @ OVERHEAD BR. RD.	S. OF VALIER	FLASHING BEACON	YELLOW
IL 149 @ PERSHING- ORIENT RD.	W. OF W.F.	FLASHING BEACON	RED
IL 149 @ PERSHING- ORIENT RD.	W. OF W.F.	FLASHING BEACON	YELLOW
IL 149	E. OF W.F. NEAR RADIO TOWER	FLASHING BEACON	YELLOW
IL 34 @ THOMPSONVILLE RD.	THOMPSONVILLE	FLASHING BEACON	RED
IL 149 @ IL 34	THOMPSONVILLE	FLASHING BEACON	RED

## **BLENDED FINELY DIVIDED MINERALS (BDE)**

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following article to Section 1010 of the Standard Specifications:

**“1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

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

Effective: June 2, 2017

Revised: April 1, 2019

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

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

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

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.

**SPEED DISPLAY TRAILER (BDE)**

Effective: April 2, 2014

Revised: January 1, 2022

Revise the last paragraph of Article 701.11 of the Standard Specifications to read:

“When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment.”

Add the following to Article 701.15 of the Standard Specifications:

“(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) When speed display trailers are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other speed display trailers, this work will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of  $\pm 1$  mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of "YOUR SPEED" immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125 and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the work zone posted speed limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25 mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. On any roadway facility if detected speeds are less than 25 mph, they shall not be displayed. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service."

## **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."

## **TRAFFIC SPOTTERS (BDE)**

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

**"701.13 Flaggers and Spotters.** Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver's license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver's license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor's control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic

control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer's tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

**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.

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.