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June 16, 2023 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 76R54
Various Counties
Section DIST 8 ITS 2024-1
Various Routes
District 8 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. 76R54
Various Counties
Section DIST 8 ITS 2024-1
Various Routes
District 8 Construction Funds**

Maintain and service all ITS equipment at various locations throughout District 8.

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

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

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 ROUTES
SECTION DIST 8 ITS 2024-1
VARIOUS COUNTIES
CONTRACT NO. 76R54

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STATE OF ILLINOIS

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 Dist 8 ITS 2024-1, Various Counties, Contract No. 76R54, 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 Dist 8 ITS 2024-1
Various Counties
Contract No. 76R54

LOCATION OF PROJECT

The location of the project is various locations throughout District 8/Region 5 and as directed by the Engineer.

DESCRIPTION OF PROJECT

The Contractor shall repair, replace, maintain, and service the Department's intelligent transportation system equipment as needed, including but not limited to the following:

- Surveillance cameras, vehicle detectors, dynamic message signs, advanced traffic management systems, fiber optic communications and ethernet networks, TMC servers, and traffic management center workstations, all peripheral equipment, and scheduled preventative maintenance as directed by the individual work orders issued by the Department's representative

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

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

PAYROLL AND STATEMENT OF COMPLIANCE:

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

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.
2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file, and email to the District at the email address designated by the District EEO Officer.

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

WEEKLY DBE TRUCKING REPORT:

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

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

MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

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

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

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

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

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

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

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

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

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

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

This special provision must be included in each subcontract agreement.

ALL HARD COPY FORMS TO BE SUBMITTED TO:

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

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

PEAK HOUR RESTRICTIONS

The Contractor shall have all lanes open to traffic during peak hours in all directions, as shown below. The Contractor shall not be permitted to conduct any type of operation that would impede the flow of traffic during peak hours. The Contractor shall be permitted to have lane closures through the weekends, without peak hour restrictions, except for those holiday weekends specified in Article 107.09.

Peak hours are defined as:

For I-64, I-70, and I-270

Westbound- 6:00 am to 9:00 am

Eastbound- 3:00 pm to 6:00 pm

For I-55

Southbound- 6:00 am to 9:00 am

Northbound- 3:00 pm to 6:00 pm

For I-255

Northbound and southbound- 6:00 am to 9:00 am and 3:00 pm to 6:00 pm

One lane closure is allowed during peak hours where three or more lanes are typically open.

Should the Contractor fail to have all lanes open to traffic during the defined peak hours, the Contractor shall be liable and shall pay to the Department \$1000, not as a penalty but as liquidated damages, for every 15-minute interval or portion thereof that the flow of traffic is impeded by the Contractor's operations. The Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

ELECTRONIC MAIL

The Contractor shall have electronic mail receiving and sending capabilities. 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.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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

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

701001	701006	701106	701201	701206
701301	701400	701401	701406	701421
701422	701446	701451	701456	701601
701606	701701	701901		

In addition, the following special provisions will also govern traffic control for this project:

- Speed Display Trailer
- Traffic Spotters
- Vehicle and Equipment Warning Lights
- Work Zone Traffic Control Devices
- Peak Hour Restrictions

All lanes shall be open to traffic during the 20224 Solar Eclipse from 7:00 AM on Saturday April 6, 2024, through 10:00 PM on 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.

START WORK/COMPLETION DATE

This contract will start on August 1, 2023. All work on this contract shall be completed on or before August 31, 2024. Should the Contractor fail to complete all work by August 31,2024, the Contractor shall be liable in accordance with Article 108.09 of the Standard Specifications.

WORK ORDERS/START OF WORK

All work to be performed by the Contractor shall be on a call-out basis. 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, a description of the service required or the problem reported, and pay item(s).

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 to whom the Department may issue work orders and instructions. The Contractor shall provide the Department with the names and telephone numbers of these representatives. One of these representatives will be available at all times.

If at the time the service being performed appears to need additional work of a minor nature (not to exceed \$500.00), the Contractor shall proceed with that work. If it appears that the additional work could result in a substantial addition or charge 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 Traffic Management Center Engineer, 618-346-3285, or the Traffic Operations Engineer, 618-346-3283, during normal work hours or the District 8 Traffic Management Center, 618-346-3233, after normal work hours upon arrival or departure of the site of all emergency service calls and provide the status of work. Normal work hours, for the purposes of this contract shall be hours during which the Contractor is not required to pay overtime labor rates.

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 (including transportation charges paid by the Contractor), shall be considered included with the contract, and no additional compensation shall be paid.

The Contractor shall receive the actual cost for parts and materials supplied, which have a retail value equal to or exceeding \$25.00 per unit (including transportation charges paid by the Contractor), to which 15 percent will be added to the cost. The actual billing invoices from the suppliers of these items must be submitted as documentation of parts and material costs. 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 parts and materials to the location on the work order by the Contractor shall be considered included with the contract, and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the items).

The Department may request in writing to the Contractor to pay bills for parts and materials not to be installed by the Contractor in accordance with Article 109.04 of the Standard Specifications for Road and Bridge Construction. These materials and parts will be used by the Department in the maintenance of the ITS system.

Parts and materials may be furnished by the Department when available and practical, unless otherwise specified by this contract. Illinois Department of Transportation supplied parts and materials delivered to the location on the work order by the Contractor shall be considered included with the contract, and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the items). 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.

WARRANTIES FOR SUPPLIES AND SERVICES

The Vendor/Contractor warrants that the supplies furnished under this contract will:

- Conform to the State's manufacturing standards, specification, drawings, samples, or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto.
- Be merchantable, of good quality and workmanship, free from defects for a period of 12 months or longer if specified in writing, and fit and sufficient for the intended use.
- Comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies.
- Be of good title and be free and clear of all liens and encumbrances.
- Not infringe any patent, copyright, or other intellectual property rights of any third party.

Vendor/Contractor agrees to reimburse the State for supplies to meet such warranties. The Vendor/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.

LABOR, TOOLS, AND EQUIPMENT

The Contractor 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.

All the Contractor's work crews shall be equipped with a cellular telephone to facilitate communications with work crews and to verify operating conditions of essential Intelligent Transportations System facilities. Only the crew leader will be required to be equipped with a cellular telephone. The Contractor shall provide the Department with the cellular number being used in the execution of each work order. The Department reserves the right to use the cellular telephone to contact the Contractor's work crew for their location and to request a report on the status of a work order. No additional compensation for cellular telephone expenses will be allowed.

Labor rates for journeyman and apprentice electrician shall be inclusive of (but not limited too) all regular and premium time, insurance, benefits, overhead, and profit. The Department will specify the journeyman and/or apprentice electrician pay items that will be utilized on each individual work order.

The time allowed for the truck pay items included in this contract shall be the actual time the truck(s) is onsite at the work location (while work is underway). Truck 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.

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 as a part of 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 location. 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 electrician 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 may not be utilized for any ITS controller cabinet maintenance or repair. Apprentices are prohibited from performing any work of this nature unless under direct supervision of a journeyman electrician.
4. Apprentice electricians will be allowed to respond to emergency calls to assist a journeyman electrician when needed.
5. Apprentice electricians must be directly supervised at all times by a qualified vendor representative.
6. The Department reserves the right to limit the number of apprentices used in execution of this contract.
7. The Department 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 as a part of the contract unit price per HOUR for APPRENTICE ELECTRICIAN.

ITS EQUIPMENT CONTROL TECHNICIAN REMOTE SUPPORT

This work shall be eligible for payment only when it is not practical for labor to be performed onsite, e.g. conference calls or network problems that are quickly addressed remotely. This unit shall be eligible for payment only when a work order requesting remote support is specifically approved by the Department via email.

Labor will be measured to the nearest 0.25 hour for each ITS equipment control technician remote support approved for use on the applicable work order with a maximum quantity of three hours per work order. Labor rates for an ITS equipment control technician remote support shall be inclusive of but not limited to all regular and premium time, insurance, benefits, overhead, and profit.

This work will be paid for at the contract unit price per HOUR for ITS EQUIPMENT CONTROL TECHNICIAN REMOTE SUPPORT.

PICK-UP TRUCK

The time allowed for the truck pay item included in this contract shall be the actual time the truck(s) is onsite at the work location (while work is underway). Truck usage will be measured to the nearest 0.25 hour for each pick-up truck approved for use on the applicable work order. Truck 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.

ARROWBOARD (TRAILER MOUNTED)

The arrowboard (trailer mounted) shall meet the requirements of Articles 701.15(i) and 1106.02. The time allowed for arrowboard (trailer mounted) shall be the actual time the attenuator is in use at the work location. Labor will be measured to the nearest 0.25 hour for each arrowboard (trailer mounted) 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).

RESPONSE TIME

The Department will define the expected response times at the time of issuing the work order based on the following:

LEVEL 1 – Emergency Service Calls – Work crew/staff shall be at the location on the work order or remotely logged in within 1.5 hours of notification during normal work hours and within 2 hours of notification after normal work hours and complete work within 3 hours of arrival. Normal work hours, for the purposes of this contract, shall be hours during which the Contractor is not required to pay overtime labor rates.

LEVEL 2 – Priority Non-Emergency Service Calls – Respond within 24 hours of issuance and complete work within 3 days.

LEVEL 3 – Routine Work Items – Complete work within 30 days of the date work order was issued.

It shall be the Contractor's responsibility to promptly notify the Department if for any reason the Contractor cannot meet either the response time established at the issuance of the work order or the response times established herein.

FAILURE TO MEET RESPONSE TIME/LIQUIDATED DAMAGES

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	Liquidated Damages for Each 15 Minutes*
From \$0 to \$500.00	\$25.00
From \$500.00 to \$1000.00	\$50.00
From \$1000.00 and Over	\$100.00

*After applicable response time or completion time expires

For LEVEL 2 (Priority Non-Emergency Service Calls) and LEVEL 3 (Routine Work Items):

Work Order Amount	Liquidated Damages for Each Day*
From \$0 to \$500.00	\$250.00
From \$500.00 to \$1000.00	\$500.00
From \$1000.00 and Over	\$1000.00

*After applicable response time or completion time expires

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

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

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 and satisfactorily and in the manner specified in the contract.

The Department reserves the right to require the Contractor to remove any employee from his/her assignment on the jobsite based upon carelessness, insubordination, incompetence, inefficiency, or any other condition 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 report to any problems that may arise. The services of this person shall be included in the contract, and no additional compensation shall be allowed.

WORK ITEMS

The Contractor will be responsible for performing typical work items as specified below. The Contractor should expect to be routinely issued work orders for many of the work items described below. The Contractor will be responsible for adhering response times when performing these work items. The following list is not all-inclusive, and its intent is only to give the Contractor information as to what type of work they will be responsible for:

- Inspecting and cleaning surveillance camera installations.
- Cleaning a surveillance camera environmental enclosure and seals.
- Inspecting and cleaning video detector installations.
- Calibrating video detector camera installations.
- Inspecting and cleaning dynamic message sign installations.
- Washing, inspecting, and reinstalling the intake and exhaust filters in truss mounted dynamic message signs.
- Replacing the filters in truss mounted dynamic message signs.
- Inspecting, cleaning, and re-sealing controller cabinet installations.
- Replacing existing controller cabinet locks with new controller cabinet locks.
- Locating and marking the location of underground cables.
- Resetting the power at existing controller cabinet installations.
- Troubleshooting and repairing surveillance camera, video vehicle detector, micro loop detector, fiber optic communication, radio communication, side-fire radar detector, and dynamic message sign locations so they are back in normal operation and functioning to the satisfaction of the Engineer.
- All detectors, cameras, dynamic signs, and highway advisory radio system are controlled by equipment in the ITS Equipment Room (Rm 120B) or the Traffic Management Center (TMC) control room (Rm118). This equipment is used to control CCTV surveillance cameras, collect vehicle detector data, provide travel/congestion times to dynamic message signs and highway advisory radio system, manage and disseminate incidents/events, and manage and disseminate DMS and amber alerts after completion. Hardware includes several device inputs and outputs; one video wall controller, one Highway Advisory Radio (HAR) server, one Wavetronix Data Collector and Translator

server, one internet work station, two streaming video to web servers, one web server and application, ten Axis video servers, one 360 Surveillance Camerleon ITS server, Cornet and Impath video encoders, Cornet and Impath video decoders, twelve 40" LCD monitors in addition to seven Windows 7 client workstation pc's with LCD monitors, one Tyco Video Recorder, two Raritan Keyboard/Video/Mouse switches, a minimum of 17 Cisco WS-C2955S-12, 2 Cisco WS-C3550-12G, 11 Cisco WS-3750-12S, 9 Cisco WS-CE500G – 12TC, 10 Cisco IE3000, Ethernet switches, all ancillary equipment including GBIC and SFP modules, and Click 301 serial to Ethernet converters and Wavetronic Click 200/202 surge protectors/power supplies.

- The Contractor may be asked to service or enhance the functionality of any ITS equipment.

ITS CONTROL EQUIPMENT VENDOR QUALIFICATIONS

Minimum requirements include response times as listed, 24/7 on-call service capability, on-line monitoring and intervention capabilities, experience in programming using the existing software, ongoing experience with the hardware of the typed installed, and qualified ongoing experience with the software of the type installed. At the pre-construction meeting, the Contractor shall submit for approval, to the District 8 Intelligent Transportation Engineer or designee, a qualified representative to perform systems support and maintenance of the ITS Control Equipment. The Vendor shall meet the following requirements:

- Have experience in data acquisition, specifically Wavetronic Data Collector, Microsoft Windows server 2005/2008, Cameleon ITS version 2012.
- Have experience in the software environment similar to that of TMC.
- Have three continuous years of maintenance and support of similar systems in size and Microsoft environments.
- Have working knowledge of the Cisco Command language and CNA software and have experience in multicast routing.

The Vendor shall submit, to the Engineer, resumes of the qualified personnel listed to work on the ITS control equipment. Resumes shall list previous projects and specific duties/responsibilities that the individuals were responsible for as part of the project. The list shall include the projects' contact person, organization, title, and current phone or e-mail information. The resumes shall be submitted at the pre-construction meeting.

KNOCKDOWN DEBRIS

The debris from damaged its equipment such as cameras, detection devices, and dynamic message signs (DMS) shall remain the property of the Department. The Contractor shall transport knockdown debris to the Department's facility at 9601 ST. CLAIR AVE, FAIRVIEW HEIGHTS, IL. 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.

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. Identifying information should be included in the photographs as much as possible.

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

TEST EQUIPMENT

The Contractor shall provide all of its own testing instruments, as required, to service the facilities of the Department.

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 included in the contract, and no additional compensation will be allowed.

NUMBERING SYSTEM

The Contractor shall use the Department's ITS numbering system on all reports, correspondence, and billing invoices.

WHERE SERVICES ARE TO BE PERFORMED

Services may be performed at (but not limited to) the following locations:

Surveillance Cameras	
Numerical Location	Textural Locations
PSBC00.3A.01C	I-55/64 @ MP 0.3 (PSB)
IL300.1A.02C	IL 3 @ 8th St.
PSBC00.9A.03C	I-55/64 @ MP 0.9 (Tudor Ave.)
MLKB00.7A.04C	MLK Bridge
PSBC02.4A.05C	I-55/64 @ MP 2.4 (3rd. St.)
006402.8A.06C	I-55/64 @ MP 2.8 (Merge)
006403.9A.07C	I-64 @ MP 2.9 (15th) (Old 10th/MP 3.1)
006404.5A.08C	I-64 @ MP 4.5 (25th St.)
006405.6A.09C	I-64 @ MP 5.6 (E of 25th St.)
025520.2A.10C	I-64 @ I-255
557003.8A.19C	I-55/70 @ MP 3.8 (IL 203)
557005.9A.20C	I-55/70 @ MP 5.9 (W of IL 111)
557007.0A.21C	I-55/70 @ MP 7.0 (E of IL 111)
557008.8A.22C	I-55/70 @ MP 8.8 (Fairmont Ave.)
025524.7A.23C	I-55/70 @ I-255
027001.0A.24C	I-270 @ MP 1.0
027002.0A.25C	I-270 @ MP 2.0
027002.4A.26C	I-270 @ MP 2.4 (IL 3)
027003.2A.27C	I-270 @ MP 3.2 (St. Thomas)
027004.5A.28C	I-270 @ MP 4.5 (IL 203)
027005.9A.29C	I-270 @ MP 5.9 (IL 111)
557012.7A.30C	I-55/70 @ MP 12.7
025530.9A.30C	I-270 @ I-255
557013.4A.33C	I-55/70 @ MP 13.4
557014.6A.34C	I-55/70 @ MP 14.6
557015.9A.35C	I-55/70 @ MP 15.9
025516.8A.37C	I-255 @ MP 16.8 (IL 15)
025504.4A.38C	I-255 @ MP 4.4 (JB Bridge)
557008.0A.39C	I-55/70 @ MP 8.0
557005.2A.40C	I-55/70 @ MP 5.2 (Landfill)
557003.2A.41C	I-55/70 @ MP 3.2 (Exchange)
PSBC01.7A.42C	I-55/64 @ MP 1.7
006406.3A.43C	I-64 @ MP 6.3
025522.0A.44C	I-255 @ MP 22.0
025523.5A.45C	I-255 @ MP 23.5 (Collinsville Rd)
557010.3A.46C	I-55/70 @ MP 10.3 (W of IL 157)
025525.6A.47C	I-255 @ MP 25.6 (Horseshoe Lk Rd)
025526.6A.48C	I-255 @ MP 26.6
025527.6A.49C	I-255 @ MP 27.6
025528.4A.50C	I-255 @ MP 28.4
025529.3A.51C	I-255 @ MP 29.3
557012.3A.52C	I-55/70 @ MP 12.3 (DMS)

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027000.5A.52C	I-270 @ MP 0.5
006700.0A.53C	Clark Bridge North End
006700.0A.54C	Clark Bridge South End
007001.4A.55C	I-70 @ MP 1.4 (Industrial Drive)
007001.9A.56C	I-70 @ MP 1.9 (IL 3)
XXXXXX.XX.57C	McKinley Bridge
XXXXXX.XX.58C	McKinley Bridge
PSBC00.4A.59C	I-55/64 @ MP 0.4 (PSB)
025504.2A.62C	I-255 @ MP 4.2 (JB Bridge)
557017.0A.36C	I-55/70 @ MP 17.0
557017.6A.37C	I-55/70 @ MP 17.6
557019.1A.38C	I-55/70 @ MP 19.1
557019.7A.39C	I-55/70 @ MP 19.7
557022.0A.60C	I-55 @ MP 22.0
XXXXXX.XX.14C	East Hallway
XXXXXX.XX.13C	Entrance to TMC
027009.0A.63C	I-270 @ MP 9.0
027009.0A.64C	I-270 @ MP 9.9
027009.0A.65C	I-270 @ MP 10.8
027009.0A.66C	I-270 @ MP 12.0
027009.0A.67C	I-270 @ MP 12.6

Dynamic Message Signs (DMS)	
Numerical Location	Textual Location
006410.8W.01S	WB I-64 BETWEEN IL 157 AND IL 159
557012.3W.02S	WB I-55/70 BETWEEN IL 157 AND IL 162
027008.4W.03S	WB I-270 JUST WEST OF IL 159
PSBC01.4E.04S	EB I-55/70/64 1 MI EAST OF PSB
005522.0S.05S	SB I-55 JUST SOUTH OF IL 143
007016.7W.06S	WB I-70 EAST OF I-55
006404.8W.07S	I-64 WB EAST OF 25TH STREET
557005.3W.08S	WB I-55/70 BEWEEN IL 111 AND IL 203
007000.9E.09S	EB I-70 JUST EAST OF STAN MUSIAL BRIDGE

Video Detectors	
Numerical Location	Textual Location
PSBC00.3W.01D	I-55/70/64 AT POPLAR STREET BRIDGE
PSBC00.3E.02D	I-55/70/64 AT POPLAR STREET BRIDGE
PSBC00.9W.03D	I-55/70/64 AT 13TH AND TUDOR AVENUE RAMP
PSBC00.9W.04D	I-55/70/64 AT 13TH AND TUDOR AVENUE RAMP
PSBC00.9E.05D	I-55/70/64 AT 13TH AND TUDOR AVENUE RAMP
PSBC00.9E.09D	I-55/70/64 AT 13TH AND TUDOR AVENUE RAMP
PSBC01.5W.06D	I-55/70/64 JUST EAST OF 13TH AND TUDOR AVE RAMP

Side-fire Microwave Radar Detectors	
Numerical Location	Textual Location
MLKB00.7A.04R	MARTIN LUTHER KING BRIDGE
006403.1A.16R	I-64 AT 10TH STREET
006404.5A.17R	I-64 AT 25TH STREET
006405.6A.18R	I-64 JUST WEST OF IL 111
006406.3A.19R	I-64 AT MILE POST 6.3
557003.2A.23R	I-55/70 AT EXCHANGE
557003.8A.24R	I-55/70 at IL 203
PSBC02.4W.25R	I-55/70/64 AT 3RD ST
PSBC02.4E.25R	I-55/70/64 AT 3RD ST
557005.2W.26R	I-55/70 AT MILE POST 5.2
557010.3A.31R	I-55/70 JUST EAST OF I-255
557012.3A.32R	I-55/70 1 MI N OF IL 157
557012.7S.33R	I-55/70 AT MILE POST 12.7
557013.4S.34R	I-55/70 AT MILE POST 13.4
557013.9S.35R	I-55/70 AT MILE POST 13.9
557014.6N.36R	I-55/70 AT MILE POST 14.6
557015.2N.37R	I-55/70 AT MILE POST 15.2
557015.9N.38R	I-55/70 AT MILE POST 15.9
557017.0N.39R	I-55/70 AT MILE POST 17.0 (US 40)
557017.6N.40R	I-55/70 AT MILE POST 17.6
025520.2A.43R	I-64 AT I-255
025522.0A.44R	I-255 AT MILE POST 22.0
025523.5A.45R	I-255 AT COLLINSVILLE RD
025524.7A.46R	I-255 AT I-55/70 INTERCHANGE
025525.6A.47R	I-255 AT HORSESHOE LK RD
025526.6A.48R	I-255 AT MILE POST 26.6
025527.6A.49R	I-255 AT MILE POST 27.6
025528.4A.50R	I-255 AT MILE POST 28.4
025529.3A.51R	I-255 AT MILE POST 29.3
025530.9A.52R	I-255 AT I-270
027000.5A.62R	I-270 AT MILE POST 0.5
027001.1A.64R	I-270 AT MILE POST 1.1
027001.7A.66R	I-270 AT MILE POST 1.7
027002.4A.67R	I-270 AT IL 3
027003.2A.69R	I-270 AT ST. THOMAS ROAD
027004.5A.70R	I-270 AT IL 203
027005.9A.71R	I-270 AT IL 111
027007.4A.73R	I-270 AT I-255
027008.4A.74R	I-270 AT MILE POST 8.4
027004.1A.75R	I-270 WEST OF IL 203
006408.2A.81R	I-64 AT MILE POST 8.2
006409.5A.82R	I-64 AT MILE POST 9.5
006410.8A.84R	I-64 AT MILE POST 10.8 (DMS)
MLKB00.3A.91R	MARTIN LUTHER KING BRIDGE
557018.6N.92R	I-55/70 AT MILE POST 18.6
557019.1S.93R	I-55/70 AT MILE POST 19.1

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005519.7N.94R	I-55 AT MILE POST 19.7
025504.2A.95R	I-255 AT MILE POST 4.2
025504.8A.96R	I-255 AT MILE POST 4.8
025505.8A.97R	I-255 AT MILE POST 5.8
025507.1A.98R	I-255 AT MILE POST 7.1

Microloop Radar Detectors	
Numerical Location	Textual Location
557009.1A.30D(WB)	I-55/70 AT FAIRMONT LANE
557009.1A.30D(EB)	I-55/70 AT FAIRMONT LANE
557008.0A.29D(WB)	I-55/70 AT MILEPOST 8
557008.0A.29D(EB)	I-55/70 AT MILEPOST 8
557007.0A.28D(WB)	I-55/70 JUST EAST OF IL 111
557007.0A.28D(EB)	I-55/70 JUST EAST OF IL 111
557005.9A.27D(WB)	I-55/70 JUST WEST OF IL 111
557005.9A.27D(EB)	I-55/70 JUST WEST OF IL 111
FIELD EQUIPMENT NUMBERING SYSTEM	
EXAMPLE: 006402.8W.11D	
006402.8W.11D	Designates highway where field equipment is located
0064 02.8 W.11D	Designates mile marker where field equipment is located
006402.8 W .11D	Designates direction of traffic video detector is monitoring or direction of traffic viewing dynamic message sign
006402.8W. 11 D	Number assigned to field equipment
006402.8W.11 D	D = Video Detector
	S = Dynamic Message Sign
	R= Microwave Radar Vehicle Detector
	C = P/T/Z Surveillance Camera
PSBC - Poplar Street Bridge Complex (where Interstates 55/70/64 merge before crossing over Miss. River)	
MLKB - Martin Luther King Bridge	
IL3 - IL 3 Ramp onto Poplar Street Complex Bridge	

ITS EQUIPMENT CONTROL TECHNICIAN

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 ITS equipment control technician approved for use on the applicable work order. Labor rates for ITS equipment control technician shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

The ITS equipment control technician 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 ITS equipment control technician shall be required to carry a cellular telephone to facilitate communications with work crews and to verify operation conditions of essential ITS facilities. The Department reserves the rights to use the cellular telephone to contact the ITS equipment control technician 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 ITS EQUIPMENT CONTROL TECHNICIAN.

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.

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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.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: 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" 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.
- (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 ± 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 15th 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 Flagger 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.”

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

Effective: August 1, 2012

Revised: February 2, 2017

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

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

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 1.

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

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

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

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

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.