

141

January 21, 2022 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 66M22
Various Counties
Section D3 BRIDGE DECK SEALING FY 2022
Various Routes
District 3 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. January 21, 2022 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. 66M22
Various Counties
Section D3 BRIDGE DECK SEALING FY 2022
Various Routes
District 3 Construction Funds**

Work consists on performing Bridge Deck Concrete sealing at various bridges decks with bare PCC wearing surfaces in Dekalb, Kendall, Grundy counties, and the Abraham Lincoln Bridge in LaSalle county.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Acting Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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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 Counties, Section D3 Bridge Deck Sealing FY 2022, Various Counties, Contract No. 66M22 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The work on this project is located on various routes in DeKalb, Grundy, and Kendall Counties, and the Abraham Lincoln Bridge (SN 050-0191) in LaSalle County.

DESCRIPTION OF PROJECT

The work shall consist of sealing the decks and parapets/curbs on numerous structures.

DELAYED START DATE

The Contractor shall not begin work under the contract **before** May 16, 2022.

TRAFFIC CONTROL ON INTERSTATE STRUCTURES

Interstate Structures utilizing Traffic Control and Standard 701406 may be replaced with Traffic Control and Standard 701426 if the work is not expected to last more than 1 hour per structure and with the approval of the Engineer.

Traffic Control 701426 shall comply the applicable Highway Standards except that it shall include an additional Truck Mounted/Trailer Mounted Attenuator (TMA) with an arrow board and changeable message signs. The changeable message signs shall be positioned as directed by the Engineer. Proposed operation times shall be discussed with the Engineer.

The cost of these additional traffic control devices and the use of Traffic Control and Standard 701426 shall be not be paid separately but shall be included in the cost of TRAFFIC CONTROL AND PROTECTION, STANDARD 701406.

The changeable message signs will be paid separately.

Traffic Control and typical application times shall be discussed during the preconstruction meeting.

CHANGEABLE MESSAGE SIGN

(Effective December 1, 1999; Revised August 7, 2008)

In addition to any changeable message signs shown in the traffic control standards, the Contractor shall furnish six (6) Changeable Message Signs for this project. The signs shall be operational two weeks prior to any lane closure and shall be located as directed by the Engineer. Any relocation of the signs directed by the Engineer during construction will not be paid for separately but shall be included in the cost of the Changeable Message Sign.

KEEPING ROADS OPEN TO TRAFFIC

(Revised October 6, 2021)

All lanes shall be open to traffic during the legal holiday periods according to Article 107.09 of the Standard Specifications, during weekends defined as 3:00 p.m. Friday to 12:00 midnight Sunday, and at the end of each workday, with the following exception:

Interstate Structures (I-80 Grundy): Lane closures will be allowed at night only. Work shall be performed between the hours of **7:00 PM** and **5:00 AM** between Sunday evening and Friday morning. No lane closures or restrictions will be allowed outside these hours.

The following requirement shall also apply:

Non-Interstate Structures, I-55 Interstate & I-39 Interstate Structures: During weekdays, lane closures and lane restrictions between **3:30 PM to 5:30 PM** (rush hour) are not allowed unless authorized by the Engineer.

VEHICLE PARKING

(Revised January 1, 2007)

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

BRIDGE DECK CONCRETE SEALER

(Effective June 17, 2010; Revised July 10, 2019)

Description: This work shall consist of the surface preparation and application of a concrete sealer or protective coat upon the entire top surface of the deck and the tops and inside vertical faces of the parapets of the structure(s), as outlined in the contract.

Materials: Materials shall be according to the following:

Item	Article/Section
(a) Concrete Sealer	1026
(b) Protective Coat.....	1023

Concrete sealers shall be penetrating sealers from the Department's approved list of concrete sealers.

CONSTRUCTION REQUIREMENTS

General: Surfaces which are to be sealed shall be thoroughly cleaned by brooming and blowing off with high pressure air. Mechanical scraping may also be required to assist in the removal of mud and other foreign material. The use of chemicals and other cleaning compounds to facilitate the removal of foreign materials shall be approved by the manufacturer or its representative before use. Traffic shall not be allowed on the cleaned surface prior to treatment. Cleaning and application equipment shall be fitted with suitable traps, filters, drip pans, and other devices in order to prevent oil and other foreign material from being deposited on the surface.

Deck drains shall be temporarily plugged before the bridge deck concrete sealer is applied to control run off. The material used to plug the drains shall be removed and disposed of upon the completion of the sealing treatment.

Existing pavement markings shall be temporarily covered prior to the application of the bridge deck concrete sealer. The temporary covering material used shall be such that it will not affect the marking's retro-reflectivity when removed. After application of the bridge deck concrete sealer and prior to opening to traffic, all temporary coverings shall be removed.

For new concrete, sealing shall be performed after all grinding and/or saw cut grooving is completed and before the deck is marked and open to traffic.

The concrete surface moisture condition state shall be dry. Pavement moisture shall be checked by the following procedure. Tape the edges of a square foot of plastic to the pavement surface. Allow the plastic to stand for 15 minutes. After 15 minutes, observe the plastic for drops of moisture. If moisture is present and the drop sizes are larger than a pencil eraser, the pavement moisture is too high and bridge deck concrete sealer shall not be applied. Do not apply when inclement weather is anticipated within 12 hours.

Bridge deck surfaces shall be flooded using a distribution sprayer, roller, brush, or broom. Distribution sprayers shall include a skirting system to control overspray. Material shall be brushed or squeegeed for even distribution. When two applications are required, let the surface absorb the sealer and follow-up immediately with a second application before the surface dries, wet on wet method. Redistribute any puddles or free standing material. The bridge deck concrete sealer shall be applied according to the manufacturer's instructions, and information provided on the approved list of concrete sealers. The final total coverage rate shall not exceed 400 sq.ft./gal.

Traffic will be allowed on the deck only after a treated area does not track.

Method of Measurement: This work will be measured for payment as follows:

- a) **Contract Quantities:** When the project is constructed essentially to the lines, grades, or dimensions shown on the plans, and the Contractor and the Engineer have agreed in writing that the plan quantities are accurate, no further measurement will be required and payment will be made for the quantities shown in the contract for the various items involved, except if errors are discovered after work has been started, appropriate adjustments will be made.

When the plans or work have been altered, or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which could affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured. When plan quantities are revised by the issuance of revised plan sheets that are made part of the contract, and the Contractor and Engineer have agreed in writing that the revised quantities are accurate, no further measurement will be required and payment will be made for the revised quantities shown.

- b) **Measured Quantities:** The quantity shall be the actual coverage area in Square Foot of surfaces treated, and shall include all surface preparation, material, and application costs.

Basis of Payment: Payment for completed work shall be made at the contract unit price per Square Foot for BRIDGE DECK CONCRETE SEALER.

ABRAHAM LINCOLN BRIDGE (SN 050-0191) – BRIDGE DECK CONCRETE SEALER REQUIREMENTS

In addition to the requirements, preparation and application of sealer as outlined in the Bridge Deck Concrete Sealer special provision, the following shall be applicable for Structure 050-0191:

- Application shall not begin until after 24 hours of clear weather has elapsed since the most recent rain event.
- Surfaces to be sealed shall be in accordance to plan details. For SN 050-0191 only, the outside vertical face shall be included in the surface preparation and application of a concrete sealer.
- Concrete Sealer as specified per Article 1026 of the Standard Specifications shall be the only material allowed on this structure.

These requirements shall not be paid separately but shall be considered in the cost of BRIDGE DECK CONCRETE SEALER.

RIGHT OF ENTRY TO IOWA INTERSTATE RAILROAD PROPERTY, DOT/AAR NO. 152 002 O

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

The Contractor shall confer with the Railroad Engineer and shall procure, and pay all fees for, required railroad permits and licenses in accordance with Article 107.04 of the Standard Specifications. These fees will not be reimbursed by the Department and will be included in the cost of other applicable pay items in the contract. The Iowa Interstate Railroad contact person is Mr. Bentley Tomlin at (319) 298-5409 or btomlin@iaisrr.com. Please refer to DOT/AAR No. 152 002 O when contacting the railroad. No compensation will be made for changes to the cost of application fees between time of bid and time of construction.

The Contractor, before entering upon the right-of-way of the railroad for the performance of any construction work, or work preparatory thereto, shall secure permission from the Railroad for the occupancy and use of the railroad's right-of-way outside the limits of the railroad grade separation structure or grade crossing. The Right of Entry Application and cost can be acquired by contacting Mr. Bentley Tomlin. The contractor shall pay all costs for required permits to obtain permission for Right of Entry on the railroad right-of-way. The costs for such permits will not be paid for separately but shall be included as part of the contract. Please review the IAIS Railroad's "CONTRACT PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY, Iowa Interstate Railroad, LTD." for additional information and requirements.

The Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation in accordance with Article 107.12 of the Standards Specifications. For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

It is anticipated that a railroad flagger will not be necessary based off the scope of work in this project. If any work is changed or added that includes the outside of the parapet walls, then the services of railroad flaggers will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way or come within 25' of the tracks. The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Articles 107.12 and 109.05. The railroad flagger contact person is Mr. Bentley Tomlin at (319) 298-5409 or btomlin@jaisrr.com. A minimum of 72 hours' notice is requested.

RIGHT OF ENTRY TO CANADIAN PACIFIC RAILWAY PROPERTY, DOT/AAR NO. 372 315 E

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

It is anticipated that based off the proposed work, that a Right of Entry Permit and a railroad flagger will not be required by the Canadian Pacific Railway for this project.

The contractor's equipment, personnel, and materials shall not be under the deck, overhanging the parapet walls or on the ground under the structure. If the scope of work changes that will require work or equipment to overhang the parapet wall or to be under the structure, then the contractor will be required to stop all work until the proper permits and track protection can be obtained from the railroad. No additional compensation will be allowed to the contractor for any delays in obtaining railroad approvals, if it is determined further railroad involvement is necessary.

For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

RIGHT OF ENTRY TO BNSF RAILWAY PROPERTY, DOT/AAR NO. 069 762 Y

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

The Contractor shall confer with the Railroad Engineer and shall procure and pay all fees for required railroad permits and licenses in accordance with Article 107.04 of the Standard Specifications. These fees will not be reimbursed by the Department and will be included in the cost of other applicable pay items in the contract. The BNSF Railway Company contact person is Mr. Jacob Rzewnicki, Manager of Public Projects, (913) 551-4275 or Jacob.Rzewnicki@BNSF.com.

The Application For Temporary Occupancy can found at <https://bnsf.railpermitting.com>. As of January 22, 2019, the processing fee for the Application For Temporary Occupancy is \$800.00, but this number is subject to change. The Contractor should confirm this cost and any other costs with Jones Lang LaSalle Brokerage, Inc at the time of bid. It is the contractor's responsibility to comply with all requirements listed in the BNSF's TEMPORARY OCCUPANCY PROCESS

INSTRUCTIONS in the link listed above. No compensation will be made for changes to the cost of application fees between time of bid and time of construction.

Jones Lang LaSalle Brokerage Contact:
Chris Shuffield
Director – BNSF Permits
JLL Rail Practice Group
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155
Direct Number: (817) 230-2643
chris.shuffield@am.jll.com

The Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation in accordance with Article 107.12 of the Standards Specifications. For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability insurance in accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

It is anticipated that a railroad flagger will not be necessary based off the scope of work in this project. If any work is changed or added that includes the outside of the parapet walls, then the services of railroad flaggers will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way or come within 25' of the tracks. The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Articles 107.12 and 109.05. The railroad flagger contact person is Mr. Jonathan Williams at (406) 260-1563 or Jonathan.Williams2@BNSF.com. A minimum of 72 hours' notice is requested.

RIGHT OF ENTRY TO UNION PACIFIC RAILROAD PROPERTY, DOT/AAR NO. 290 480 L AND 290 524 J

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

The Contractor shall confer with the Railroad Engineer and shall procure and pay all fees for required railroad permits and licenses in accordance with Article 107.04 of the Standard Specifications. These fees will not be reimbursed by the Department and will be included in the cost of other applicable pay items in the contract. The Union Pacific Railroad contact person is Mr., Chris Keckeisen, Manager – Engineering Design – Public Projects (402) 544-5131 or CTKECKEI@UP.COM. The Right of Entry Application can be found on the Union Pacific Railroad's website at https://www.up.com/real_estate/tempuse/procedures/index.htm. The cost for the Right of Entry Permit is \$1,045, but this number is subject to change. Also, there will be a licensee fee in addition to the Right of Entry fee. The Contractor should confirm the costs with the Union Pacific Railroad at the time of bid. No compensation will be made for changes to the cost of application fees between time of bid and time of construction.

The Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation in accordance with Article 107.12 of the Standards Specifications. For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability Insurance in

accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

It is anticipated that a railroad flagger will not be necessary based off the scope of work in this project. If any work is changed or added that includes the outside of the parapet walls, then the services of railroad flaggers will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way or come within 25' of the tracks. The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Articles 107.12 and 109.05. The railroad flagger contact person is Mr. Greg Patten and can be reached at gepatten@up.com. A minimum of 72 hours' notice is requested.

RIGHT OF ENTRY TO CC&P RAILROAD PROPERTY, DOT/AAR NO. 289 954 X

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

The Contractor shall confer with the Railroad Engineer and shall procure and pay all fees for required railroad permits and licenses in accordance with Article 107.04 of the Standard Specifications. These fees will not be reimbursed by the Department and shall be included in the cost of other applicable pay items in the contract. The CC&P Railroad Company contact person is Mr. Nicholas Burwell, Manager of Public Works, (319) 236-9205 or Nicholas.Burwell@cn.ca.

The Right of Entry permission shall be obtained by contacting Mr. Nicholas Burwell. Refer to state contract number 66M22 upon making the request for Right of Entry. As of April 14, 2020, the cost for the Right of Entry Permit is \$1,000.00, but this number is subject to change. The Contractor should confirm the cost with the CC&P Railroad at the time of bid. No compensation will be made for changes to the cost of application fees between time of bid and time of construction.

Prior to commencing any work on CC&P Railroad property, the contractor and all sub-contractors shall complete the safety training program at Internet Website <http://www.contractororientation.com>, and be registered on www.erailsafe.com. This training must be completed in advance of entry on the railroad property. The fees associated with this training will not be reimbursed by the Department and shall be included in the cost of other applicable pay items in the contract.

The Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation in accordance with Article 107.12 of the Standards Specifications. For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability insurance in accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

The Contractor shall contact the CC&P Railroad Company in the event of paint residue spill requiring clean up on the railroad's right-of-way. This shall also include cleanup required due to contamination from lead paint removal activities. This contact should be made within 24 hours of the incident.

It is anticipated that a railroad flagger will not be necessary based off the scope of work in this project. If any work is changed or added that includes the outside of the parapet walls, then the services of railroad flaggers will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way or come within 25' of the tracks. The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Articles 107.12 and 109.05.

The services of a railroad flagger will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way or come within 25' of the tracks. Please see the "REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY" Special Provision for the procedure in requesting railroad flaggers.

In addition, the contractor shall notify the CC&P Railroad Company prior to the start of work by calling Mr. Nicholas Burwell, Manager of Public Works, (319) 236-9205 or Nicholas.Burwell@cn.ca.

If for any reason the department approves the contractor's request to not complete the work on railroad property as outlined in the plans and the special provisions, the district will authorize and assess a deduction equal to the sum of the amount of the right of entry fee as specified in this special provision plus the amount the contractor paid for the RRPLI or the contract cost of the pay item for RRPLI, whichever is greater, on future payments due to the contractor.

RAILROAD FLAGGING - ILLINOIS CENTRAL RAILROAD

Description. This work shall be performed as in accordance with Sections 107.12 and 109.05 of the Standard Specifications.

General Requirements. The railroad flagging costs incurred for the work associated at the Illinois Central Railroad (IC) grade crossings associated with this project will be reimbursed by IDOT in accordance with Section 109.05 of the Standard Specifications. The Contractor is responsible for prepaying the IC in advance for railroad flagging services. The Contractor shall deposit the cost of railroad flagging services for thirty (30) days with the IC. If the Contractor uses less than 30 days of railroad flagging, then the Contractor will be charged for the days used and the balance will be reimbursed back to the Contractor by the IC. The Contractor will then be reimbursed by IDOT for the actual number of railroad flagging days used. The Contractor is required to conduct operations at all times in full compliance with the rules, regulations and requirements of the Illinois Central Special Provisions contained in the Contract Specifications and as described below.

The Contractor shall give thirty (30) days advance written notice to the Engineering Superintendent of the Railroad or his authorized representative prior to commencement of any construction work for this project affecting the railroad property. The Contractor shall notify the IC sufficiently in advance of when the protective services are required. The Contractor shall make every effort to notify the IC in advance if a previously requested flagger will not be needed for any reason. Any costs for railroad flagging protection provided by the IC at the Contractor's request for those days when the Contractor does not work shall be borne by the Contractor.

Basis of Payment. RAILROAD FLAGGING – ILLINOIS CENTRAL RAILROAD will be paid for according to Article 109.05 of the Standard Specifications.

CONTRACT PROVISIONS FOR WORK ON RAILROAD RIGHT-OF-WAY IOWA INTERSTATE RAILROAD, LTD. FOR HIGHWAY WORK

Definitions

AGENCY Illinois Department of Transportation and its agents

AGENCY STANDARD SPECIFICATIONS Shall refer to **IDOT Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016.**

STATE STATE shall refer to the State in which the work is performed.

CONTRACTOR Company or Companies performing work for the AGENCY for which this document is included with the contracts pertaining to such work.

RAILROAD Any references to RAILROAD in this specification refers to Iowa Interstate Railroad, Ltd., its successors, and assigns, and agents.

RAILROADS' Representative In this specification, references to the RAILROAD's Representative is intended to mean the following: Railroad's Office Engineer – Bentley Tomlin (319)-298-5409 btomlin@iaisrr.com or authorized representative

A. PERMITS.

CONTRACTOR shall, before entering upon RAILROAD's property for performance of work secure permission from RAILROAD's Representative for occupancy and use of RAILROAD's property and shall confer with RAILROAD relative to requirements for railroad clearances, operation, and general safety regulations.

CONTRACTOR shall provide AGENCY and RAILROAD with proposed construction schedule outlining the timing of activities that will need track protection services.

CONTRACTOR shall conduct work in a manner satisfactory to RAILROAD's Representative and shall not damage RAILROAD property or interfere with their operations.

RAILROAD's Representative will at all times have jurisdiction over the safety of RAILROAD operations, and the decision of RAILROAD's Representative as to procedures which may affect safety of RAILROAD operations shall be final, and CONTRACTOR shall be governed by such decision.

Should damage occur to RAILROAD property as a result of CONTRACTOR's operations, and RAILROAD deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by RAILROAD, and CONTRACTOR shall reimburse RAILROAD for costs so incurred as defined in Section E. Railroad Reimbursements.

B. TEMPORARY GRADE CROSSINGS.

If CONTRACTOR requires construction of a temporary grade crossing across RAILROAD's track(s) for use during performance of the contract, CONTRACTOR shall make necessary arrangements with RAILROAD for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to RAILROAD on the basis of RAILROAD's bills, to be rendered monthly.

CONTRACTOR shall not cross RAILROAD's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing

C. CONTRACTOR SAFETY ORIENTATION

No employee of the CONTRACTOR, its subcontractors, agents or invitees that is working on the project may enter RAILROAD property without first having successfully passed an annual RAILROAD approved safety course. Proof of passing said course shall be in the employee's possession at all times when on RAILROAD property. Cost for the required training will be borne by CONTRACTOR.

Information on approved safety courses can be obtained from RAILROAD's authorized representative.

D. RAILROAD TRACK PROTECTION SERVICES.

Track protection services required by RAILROAD will be provided by the RAILROAD and the cost shall be reimbursed to RAILROAD on the basis of RAILROAD's bills, to be rendered monthly. Requirements of the RAILROAD are as follows:

Track protection services will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any construction operations involving direct interference with RAILROAD's track(s) or traffic, fouling of RAILROAD operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. If an existing bridge or other structure is to be removed, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track. Track protection services will also be furnished whenever, in the opinion of the RAILROAD, such protection is needed.

In order that the RAILROAD may be prepared to furnish protective services, CONTRACTOR shall notify RAILROAD at least 72 hours in advance of when protective services will be needed. Services are subject to availability of RAILROAD personnel.

Any time track protection services are not being provided, CONTRACTOR must provide and maintain an effective physical barrier at a distance of 25 feet from track centerline to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of RAILROAD.

RAILROAD will notify the AGENCY and CONTRACTOR when non-compliance is reported by RAILROAD train crews or other RAILROAD employees. CONTRACTOR work performed without proper track protection services, when such protection is required, will be subject to a \$5,000.00 per day price adjustment to CONTRACTOR, and may result in the removal of CONTRACTOR by RAILROAD or AGENCY from the project.

E. RAILROAD REIMBURSEMENT.

Rates of pay for RAILROAD employees will be the prevailing RAILROAD hourly wage for an 8 hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and RAILROAD's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between RAILROAD and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, CONTRACTOR shall pay on the basis of the new rates.

CONTRACTOR shall reimburse, monthly, the RAILROAD for costs of all services performed by RAILROAD for the CONTRACTOR, and furnish the AGENCY written evidence that RAILROAD has acknowledged receipt of same before final payment will be made for the project.

F. SAFETY OF OPERATIONS.

During construction of footings or structures adjacent to any track of the RAILROAD, CONTRACTOR shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the AGENCY and RAILROAD.

After review by the AGENCY, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the STATE together with the supporting documents, shall be forwarded to the RAILROAD's Representative for review and approval.

CONTRACTOR shall notify the RAILROAD's Representative in writing no less than ten working days in advance of the proposed time of the beginning of the construction of the structures adjacent to the track(s).

G. TEMPORARY CLEARANCES.

CONTRACTOR shall not store any materials, supplies or equipment closer than 25.0 feet from centerline of any RAILROAD track, measured at right angles thereto.

H. FINAL CLEANUP.

CONTRACTOR shall, upon completion of the work, remove from within the limits of the property of the RAILROAD, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said CONTRACTOR; remove the approaches to any temporary grade crossing(s) constructed for CONTRACTOR's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any accumulated silt in RAILROAD's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to RAILROAD's Representative.

RAILROAD reserves the right to perform site restoration. Cost for restoration work performed by the RAILROAD will be by force account and reimbursed as defined in Section E Railroad Reimbursements. Estimate for said work will be provided to CONTRACTOR and AGENCY for review and concurrence before work is performed.

I. RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place any responsibility on RAILROAD for quality or conduct of the work performed by the CONTRACTOR hereunder. Any approval given or supervision exercised by RAILROAD hereunder, or failure of RAILROAD to object to any work done, material used, or method of operation shall not be construed to relieve CONTRACTOR of any obligations pursuant hereto or under the agreement this specification is appended to.

J. LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

In addition to the standard insurance requirements of the AGENCY STANDARD SPECIFICATIONS, the CONTRACTOR shall carry insurance of the following kinds and amounts.

1. Insurance Required of Contractor.

- a. Statutory Workers Compensation and Employer's Liability Insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Comprehensive General Liability Occurrence Form in an amount not less than \$2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of \$4,000,000. The Policy shall name RAILROAD as additional insured and shall not contain any exclusions related to:

- i. Doing business on, near, or adjacent to railroad facilities.
- ii. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation

d. An Occurrence Form Railroad Protective Policy with limits of not less than \$4,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$8,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: RAILROAD.

Before commencing work, Contractor shall submit to the RAILROAD and AGENCY a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the RAILROAD and AGENCY of cancellation of or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the CONTRACTOR from or serve to limit CONTRACTOR's liability or indemnity obligations under the provisions herein.

It is further understood and agreed that, so long as the Contract remains in force, the AGENCY may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The AGENCY will give the CONTRACTOR written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the CONTRACTOR agrees to, and shall, thereupon provide the AGENCY with such revised policy or policies therefore.

2. Insurance required of Subcontractor

If the CONTRACTOR chooses to hire a different company for performance of the work, before commencing work, the CONTRACTOR shall provide proof to the AGENCY and RAILROAD that all companies performing work under CONTRACTOR's supervision have provided insurance as required above or are covered under CONTRACTOR's Insurance.

K. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the RAILROAD from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said highway bridge. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the RAILROAD and their officers, employees, or agents

L. MECHANICS' LIENS.

The CONTRACTOR shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of RAILROAD for any work performed. The CONTRACTOR shall indemnify and hold harmless RAILROAD from and against any liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

M. METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Insurance Provisions required by this specification beyond those required by the AGENCY STANDARD SPECIFICATIONS will be measured as a lump sum. The cost of insurance provisions above that required by the AGENCY STANDARD SPECIFICATIONS shall be included in the lump sum bid price for Railroad Insurance Provisions.

CN REQUEST FOR FLAGGING SERVICES & CABLE LOCATION

Project Information:	
Please fill in each cell for processing	
Is this a new project?	Select answer <input type="button" value="v"/>
List CN Project # (Example SO# 123456, Network# R1234, PSC-132):	
Contractor's Right of Entry (ROE), License, Permit #:	
Date of Agreement for ROE, License or Permit:	
Termination Date of Agreement for ROE, License or Permit (If Applicable):	
Does the scope of work include underground, piledriving, excavation or other activities which would require a Railroad Cable Locate? Note: railroad cables and fibers are not part of any state utility locate programs. If a contractor shows up on site to perform work that requires a cable locate and it was not requested, the flagger will shut down the project	Select answer <input type="button" value="v"/>
Does your project require vehicular traffic to be shifted out of its intended lane against the current of traffic at a railroad grade crossing?	Select answer <input type="button" value="v"/>
Railroad Subsidiary (listed on your agreement):	Select Railroad Subsidiary <input type="button" value="v"/>
<p>Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least, 10 business days in advance of proposed performance of any work or access to Railroad Company property.</p> <p>Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.</p> <p><i>You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.</i></p>	
Flagging Protection Schedule:	
Requested Dates for Flagger Protection: Dates requested are subject to Flagging Co. availability and any project needing a cable locate will need 10 days minimum advance notice. This should be considered when requesting dates for flagging.	
Estimated Duration (in days) for Flagger:	
Estimated Work Schedule (example Mon. – Sat.)	
Daily Start Time / End Time (example 0700 to 1700 etc.): (Flagger start and end time may vary based on type of protection required)	
Flagging Protection Location:	
Railroad Mile Post (MP):	
Railroad Subdivision:	
Project's Location (Street location/intersection):	
Project - City / State:	
Project Description (example HDD, Jack and Bore, Encroachment, Underground or Overhead Pipeline / Wireline crossing, etc.):	
Location for flagger to report:	
Field Contact Person(s):	1 st <input type="text"/> Alternate <input type="text"/>
Mobile Phone Number(s):	1 st <input type="text"/> Alternate <input type="text"/>
Email Address(s):	

CN REQUEST FOR FLAGGING SERVICES AND CABLE LOCATION			
Billing Information:			
Company Name:			
Contact Name:			
E-Mail:			
Billing Address:			
City/State:			
ZIP Code:			
Company Phone:			
Electronic Payment Instructions	Payment Information		
Financial Institution	HARRIS TRUST AND SAVINGS BANK 311 WEST MONROE, CHICAGO, IL	Customer Number (if available)	
Account Name	Grand Trunk Western	CN Contact	
Account	274-733-5	Service Requested (Flagging MP, Request Date)	
US ROUTING (ABA)	071 000 288		
Remittance Details	nfcashmanagement@cn.ca	Prepayment Amount	
Please send payment remittance details and copy of this flagging request to nfcashmanagement@cn.ca			

Before Flagging Service is provided:
CN required online training must be completed before Flagging Protection will be scheduled.
Prepayment must be received before Flagging Protection will be scheduled.
There is an 8-hour minimum per day. The base rate for Flagging Protection is \$1,300 for 10 hours: this includes 2 overtime hours for flagger to set up/take down protection if needed. Additional overtime hour must be prepaid at the rate of \$150.00 per hour. Weekends and Holidays must be prepaid at the overtime rate with a \$1,500.00 / 10 hour minimum. (Rates Effective January 1st, 2021.)
If additional days of flagging protection are required, they must be prepaid in advance.
Any prepayment not used can be refunded.
Railroad Cable Location must be prepaid, the cost is \$350.00 per locate.

This completed form must be sent with a map, confirmation of electronic prepayment, and proof of insurance to US_Flagging@cn.ca

CN Flagging Department
US Flagging
T: **248-914-9695**
17641 South Ashland Ave.
Homewood, IL 60430
US_Flagging@cn.ca

I, _____, agree to pay for flagging and/or cable locate services as requested _____
Print Name Signature

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE) – CC&P & IAIS

(Effective December 1, 1986; Revised January 1, 2022)

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
“Chicago Central and Pacific Railroad Company” and its Parents 17641 S. Ashland Ave. Homewood, IL 60430 Class 1 RR (Y or N): Y DOT/AAR No.: 289 954 X RR Division: Midwest	RR Mile Post: 60.80 RR Sub-Division: Freeport	10 freights per day at 50 MPH
For Freight/Passenger Information Contact: Nicholas Burwell Nicholas.Burwell@cn.ca		Phone: (319) 236-9205
For Insurance Information Contact: Christine Deschamps Christine.Deschamps@cn.ca		Phone: (514) 399-6411

Iowa Interstate Railroad, LTD 5900 Sixth St. SW Cedar Rapids, IA 52404 Class 1 RR (Y or N): N DOT/AAR No.: 152 002 O RR Division: Illinois	RR Mile Post: 97.79 RR Sub-Division: One	6 freights per day at 40 MPH
For Freight/Passenger Information Contact: Bentley Tomlin btomlin@iaisrr.com		Phone: (319) 298-5409
For Insurance Information Contact: Bentley Tomlin btomlin@iaisrr.com		Phone: (319) 298-5409

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE) – UNION PACIFIC

(Effective December 1, 1986; Revised January 1, 2022)

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE) – BNSF & CP
(Effective December 1, 1986; Revised January 1, 2022)

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
The Burlington Northern & Santa Fe Railway Company 2500 Lou Mienk Dr. Building AOB-1 Fort Worth, TX 76131 Class 1 RR (Y or N): Y DOT/AAR No.: 069 762 Y RR Division: Chicago	RR Mile Post: 66.28 RR Sub-Division: Aurora	30 freights per day at 60 MPH
For Freight/Passenger Information Contact: Jacob Rzewnicki Phone: 913-551-4275 Jacob.Rzewnicki@BNSF.com		
For Insurance Information Contact: Rosa Martinez Phone: (214) 303-8519		

Canadian Pacific Railway 120 S. 6 th St. Suite 700 Minneapolis, MN 55402 Class 1 RR (Y or N): Y DOT/AAR No.: 372 315 E RR Division: East	RR Mile Post: 69.50 RR Sub-Division: Chicago	4 freights per day at 40 MPH
For Freight/Passenger Information Contact: Matt Miller Phone: (612) 330-4556 matthew_miller@cpr.ca		
For Insurance Information Contact: Greda Lynn Phone: (612) 330-4532 gro0080@cpr.ca		

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or

- (d) Disqualifying the Contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

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

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

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

for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

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

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.”

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

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

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

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

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

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

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

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic.

Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

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

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

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. The lights shall 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 Supports1106.02”

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.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 40 working days.

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.