

53

April 29, 2022 Letting

Notice to Bidders, Specifications and Proposal



**Contract No. 72856
Various Counties
Section D6 ITS 2022-2
Various Routes
District 6 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. April 29, 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. 72856
Various Counties
Section D6 ITS 2022-2
Various Routes
District 6 Construction Funds**

Maintenance and repair of surveillance cameras, vehicle detection, dynamic message signs, advanced traffic management systems, fiber optic communications, traffic signal interconnects, ethernet network and all peripheral equipment throughout District 6.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 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 editions 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 Various Routes, Section D6 ITS 2022-2, Various Counties, Contract No. 72856, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes
Section D6 ITS 2022-2
Various Counties
Contract No. 72856

LOCATION OF IMPROVEMENT

The work to be done under this contract will be performed on various locations throughout District 6 and as directed by the Engineer.

COMPLETION DATE

All work on this contract shall be completed on or before **June 30, 2024**. Should the Contractor fail to complete all work by **June 30, 2024**, the Contractor shall be liable in accordance with Article 108.09 of the Standard Specifications.

DESCRIPTION OF WORK

The Contractor shall repair, replace, maintain, and service all of the Department's Intelligent Transportation System Equipment located in Department's District 6, including but not limited to the following: Surveillance Cameras, Vehicle Detectors, Dynamic Message Signs, Advanced Traffic Management Systems, Fiber Optic Communications, Traffic Signal Interconnects, Ethernet Networks, and all peripheral equipment. Vendor shall also perform scheduled preventative maintenance as directed by individual work orders issued by the Department's district representative.

TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Revised: October 3, 2020

The following Traffic Control and Protection will apply to this project:

- 701001 This standard will be used on 2 lane / 2 way traffic for all work activities greater than 15 ft. from the edge of pavement.
- 701006 This standard will be used on 2 lane / 2 way traffic for all work activities within 24 inches to 15 ft. from the edge of pavement.
- 701101 This standard will be used on multi-lane highways for all work activities within 24 inches and 15 ft. from the edge of pavement.
- 701106 This standard will be used on multi-lane highways for all work activities greater than 15 ft. from the edge of pavement.
- 701201 This standard will be used on 2 lane / 2 way traffic for construction activities such as ITS Maintenance.
- 701206 This standard will be used on 2 lane / 2 way traffic for night work only for construction activities such as ITS Maintenance.
- 701301 This standard will be used on 2 lane / 2 way traffic for construction activities such as ITS Maintenance.
- 701400 This standard will be used any time a lane is closed on a freeway or expressway.
- 701401 This standard will be used any time a night-time lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such ITS Maintenance and shall be used in conjunction with Standard 701400.
- 701406 This standard will be used any time a day-time lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such as ITS Maintenance and shall be used in conjunction with Standard 701400.
- 701411 This standard will be used for all work activities involving freeway and expressway lane closures in close proximity to entrance and exit ramps. Each ramp, regardless of the number of setups required, shall be considered as one each.
- 701421 This standard will be used any time a lane closure is required on a multilane expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement for daytime operations only. This standard is applicable for construction activities such as ITS Maintenance.

- 701422 This standard will be used any time a lane closure is required on a multilane expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such as ITS Maintenance.
- 701446 This standard will be used any time a 2 lane lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such as ITS Maintenance and shall be used in conjunction with Standard 701400.
- 701451 This standard will be used for closing an interchange ramp to traffic. Ramp closures will be allowed for ITS Maintenance.
- 701456 This standard will be used for partial lane ramp closures when construction operations do not require a full ramp closure. This standard is intended for ITS Maintenance
- 701601 This standard will be used for all activities on multilane, 1 way or 2-way urban sections with non-traversable median requiring a lane closure.
- 701606 This standard will be used for all activities on multilane, 2-way urban sections with mountable median requiring a lane closure.
- 701701 This standard will be used for all work activities involving a multilane urban intersection.
- 701801 This standard will be utilized for all sidewalk closures throughout the project limits.
- 701901 This standard describes all permissible traffic control devices that can be utilized with the above-mentioned traffic control standards.

LIMITATIONS OF CONSTRUCTION:

The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum as specified below.

1. The Contractor shall contact the District Six Bureau of Operations, (217) 785-5306, at least 72 hours in advance of beginning work and three (3) weeks prior to implementing any traffic control.
2. The Contractor shall utilize the proper traffic control and protection procedures required by applicable State standards, to properly protect its workmen and the motoring public, when work is being performed on or near the roadway. Traffic control and protection will not be paid for separately but shall be included in applicable pay items listed in this contract.
3. The Contractor shall avoid lane closures during peak traffic periods from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 6:00 p.m., Monday through Friday, or at other times of peak traffic volumes as determined by Department's district contact, except to respond to an emergency call or upon approval from the Department.

4. The Contractor shall submit a workzone lane closure request form for work in the areas designated on a work order to the Department before 2:00 p.m. the day before the work zone will be implemented. This form may be faxed to the District's contact. The Department will review the request and will either approve or reject the request. If the Department rejects the request, the Contractor will not be allowed to implement the work zone. A work zone lane closure request form is not needed when the Contractor is responding to an emergency call or upon approval from the Department. If the Contractor fails to have all lanes of traffic open during the peak hours for traffic or conducts operations that will impede the flow of traffic during peak hours without Department approval, a monetary penalty shall be assessed to the Contractor. The penalty shall be \$1000 for each 15- minute period or a portion thereof during the peak hours.
5. The contractor shall notify the District's contact and D6 Operations seven days prior to any ramp closures utilizing standard 701451. The Contractor shall provide a changeable message sign three days prior to the ramp closure. The locations of the changeable message sign shall be determined by the District's contact. This will be included in the cost of the contract pay items utilized. No additional payment will be allowed.
6. There shall be no lane closures within the limits of this project during the Illinois State Fair, August 11-21, 2022. No broken pavement, open holes, or trenches shall remain on or adjacent to the traveled way during these events. Barricades, cones, drums, or other warning devices shall also be removed from the traveled way during this period. This period shall begin at 3:00 p.m. of the day proceeding the beginning day of the event and end at 12:00 midnight on the final day of the event. Any inconvenience caused to the Contractor in complying with this Special Provision shall be considered as incidental to the contract, and no additional compensation will be allowed.

WORK ORDERS

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

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

The Contractor shall designate at least two (2) responsible representatives of its organization to whom the Department may issue work orders and instructions. The Contractor shall provide the Department with the names and telephone numbers of these representatives. One of these representatives shall be available at all times.

If at the time the service being performed appears to need additional work of a minor nature (not to exceed \$200), the Contractor shall proceed with that work. If it appears that the additional work

could result in a substantial addition or change to the current work order, the Contractor shall contact the Department's District contact before proceeding with the additional work.

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

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

EXAMPLE ITS WORK ORDER FORM

Illinois Department
of Transportation

ITS Work Order

Work Order Number | _____

Contractor		Date Issued	
City/County		Date Completed	
Location		Date Submitted for Payment	
Work to be Performed:			
Special Instructions:			
Is work to be performed as a result of an accident?		Yes	No
Accident reference number:			
Work Authorized By	Date	Work Inspected By	Date
Payment Authorized By		Date	
Labor			
Worker Classification	Number of Workers	Hours Worked	Quantity
Equipment Used		Material Used	
Description (Model, Year, Capacity, etc.)	Number of Hours	Description	Quantity

Contractor's Field Supervisor _____

QUANTITIES

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

PARTS AND MATERIALS

Parts and materials supplied by the Contractor which have a retail value under \$25.00 per unit (including transportation charges paid by the contractor) shall be considered included with the contract, and no additional compensation shall be paid.

The Contractor shall receive the actual cost for parts and materials supplied which have a retail value equal to or exceeding \$25.00 per unit (including transportation charges paid by the contractor) to which 15 percent will be added to the cost. The actual billing invoices from the suppliers of these items must be submitted as documentation of parts and materials costs. When such parts and materials are furnished by the Contractor, the material shall be of the best grade of its respective kind for the intended purpose. The Contractor is expected to make a good faith effort to purchase the parts and materials supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the Contractor shall be considered included with the contract, and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the item(s)).

The Department may request in writing to the Contractor to pay bills for parts and materials, not to be installed by the Contractor, in accordance with Article 109.05 of the Standard Specifications for Road and Bridge Construction. These materials and parts will be used by the Department in the maintenance of the ITS system.

Parts and materials may be furnished by the Department when available and practical, unless otherwise specified by this contract. The transportation of Department supplied parts and materials to the location on the work order by the Contractor shall be considered included with the contract, and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the item(s)). The Department, at its discretion, may increase or decrease the quantities or kinds of materials supplied to the Contractor. In order to expedite the repair of an installation, the Department reserves the right to deliver parts, materials, and equipment directly to the Contractor's shop or to the jobsite.

LABOR, TOOLS, AND EQUIPMENT

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

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

Only labor onsite at work locations shall be eligible for payment. Labor rates for JOURNEYMAN ELECTRICIAN shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit. The Department will specify if the JOURNEYMAN ELECTRICIAN pay items will be utilized on each individual work order.

The time allowed for the truck pay items included in this contract shall be the actual time the truck(s) is onsite at the work location (while work is underway). Truck rates include (but are not limited to) the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals.

ARROWBOARD (TRAILER MOUNTED) shall meet the requirements of Articles 701.15(i) and 1106.02. The time allowed for ARROWBOARD (TRAILER MOUNTED) shall be the actual time the arrow board is in use at the work location.

ATTENUATOR, CRASH (TRUCK MOUNTED) shall meet the requirements of Articles 701.15(h) and 1106.02. The time allowed for ARROWBOARD (TRAILER MOUNTED) shall be the actual time the attenuator is in use at the work location.

Individual pieces of equipment not listed in the "Equipment Watch Rental Rate Blue Book" and having a replacement value of \$1,000.00 or less shall be considered to be tools or small equipment, and no payment will be made for their use on this contract.

Method of Measurement:

Labor will be measured to the nearest 0.25 hour for each JOURNEYMAN ELECTRICIAN approved for use on the applicable work order.

Truck usage will be measured to the nearest 0.25 hour for each PICK-UP TRUCK and BUCKET TRUCK (LENGTH 35 FEET TO 65 FEET) approved for use on the applicable work order.

Arrow board usage will be measured to the nearest 0.25 hour for each ARROWBOARD (TRAILER MOUNTED) approved for use on the applicable work order.

Truck mounted attenuator usage will be measured to the nearest 0.25 hour for each ATTENUATOR, CRASH (TRUCK MOUNTED) approved for use on the applicable work order.

Basis of Payment:

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

Truck usage will be paid for at the contract unit price per HOUR for PICK-UP TRUCK and BUCKET TRUCK (LENGTH 35 FEET TO 65 FEET).

Arrow board usage will be paid for at the contract unit price per HOUR for ARROWBOARD (TRAILER MOUNTED).

Truck mounted attenuator usage will be paid for at the contract unit price per HOUR for ATTENUATOR, CRASH (TRUCK MOUNTED).

RESPONSE TIMES

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

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

LEVEL 2 - Priority Non-Emergency Service Calls - Respond within 24 hours of issuance, and complete work within 5 days.

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

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

FAILURE TO MEET RESPONSE TIME

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

For Level 1 (Emergency Service Calls):

Work Order Amount	Monetary Deduction for Each 15 Minutes*
From \$0 To \$500	\$25
From \$500 To \$1,000	\$50
From \$1000 and Over	\$100

* After applicable response time expires

For Level 2 (Priority Non-Emergency Service Calls) and Level 3 (Routine Work Items): \$75.00 per day per work order.

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

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

CONTROL OF WORK

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

The Contractor shall provide the Department's district contact a schedule of contract work activities for each day contract work will occur. The schedule will show the location, type of work, and estimate of when each work crew will be at the location on the work order. This schedule shall be provided prior to the start of the workday.

CONTRACTOR'S REPRESENTATIVE

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

ELECTRONIC MAIL AND FACSIMILE MACHINE

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

WORK ITEMS

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

- a) Inspecting and cleaning surveillance camera installations and cleaning surveillance camera environmental enclosure and seals.
- b) Inspecting and cleaning dynamic message sign installations, washing, inspecting, and reinstalling the intake and exhaust filters in truss mounted dynamic message signs, and replacing the filters in truss mounted dynamic message signs.
- c) Inspecting, cleaning, and re-sealing controller cabinet installations, replacing existing controller cabinet locks with new controller cabinet locks, locating and marking the location of underground cables, and resetting the power at existing controller cabinet installations.
- d) Troubleshooting and repairing surveillance camera, video vehicle detector, fiber optic communication, radio communication, and dynamic message sign locations, so they are back in normal operation and functioning to the satisfaction of the Engineer.

KNOCKDOWN DEBRIS

The debris from damaged ITS equipment such as cameras, detection devices, and Dynamic Message Signs (DMS) shall remain the property of the Department. The Contractor shall transport knockdown debris to the Department's facility designated in the work order. This debris can be delivered after each knockdown repair or held at the Contractor's shop and delivered periodically to the Department's facility. The Contractor should notify the Department when knockdown debris is to be delivered, so personnel will be available to direct unloading.

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

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

KNOCKDOWN DOCUMENTATION

The Contractor shall provide the Department with photographs of all on site knockdown debris to document the damage for third party claims. The photographs may be Polaroid-type instant pictures or digital images and should have the number of views necessary to properly detail the motorist causing damage. Three or more photographs are required for adequate documentation. Identifying information should be included in the photographs as much as possible.

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

TEST EQUIPMENT

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

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

All required test equipment shall be included in the contract, and no additional compensation will be allowed.

NUMBERING SYSTEM

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

WHERE SERVICES ARE TO BE PERFORMED

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

Region 4, DISTRICT 6 DMS LOCATIONS (All locations are in Sangamon County)

- Location # 1: Interstate Route 55 Southbound, near Williamsville Weigh Station – MM 07
- Location # 2: Interstate Route 55 Northbound, south of Springfield – MM 87
- Location # 3: Interstate Route 72 Westbound, east of Springfield – MM 106
- Location # 4: Interstate Route 72 Eastbound, west of Springfield – MM 90

REGION 4, DISTRICT 6 PTZ Locations

Sangamon County

- Location # 5: Interstate Route 55 Sangamon Avenue Exit, east of Springfield – MM 100
- Location # 6: Interstate Route 55 South Grand Avenue Exit, east of Springfield – MM 96
- Location # 7: Interstate Route 72 Sixth Street Exit, south of Springfield – MM 97
- Location # 8: Interstate Route 72 MacArthur Street Exit, south of Springfield – MM 96
- Location # 9: Interstate Route 72 Veterans Parkway Exit, south of Springfield – MM 93
- Location # 10: IL 4 (Veterans) & Woodside Road - Springfield
- Location # 11: IL 4 (Veterans) & Wabash Avenue - Springfield
- Location # 12: IL 4 (Veterans) & Monroe Street - Springfield
- Location # 13: IL 4 (Veterans) & IL 97 (Jefferson) - Springfield
- Location # 14: IL 4 (Veterans) & IL 29 (J. David Jones) - Springfield
- Location # 15: IL 29 (Sangamon Avenue) & Bus 55 (Peoria Road) - Springfield
- Location # 16: IL 29 (Dirksen Parkway) & Sangamon Avenue – Springfield
- Location # 17: IL 29 (Dirksen Parkway) & Clear Lake Avenue – Springfield
- Location # 18: IL 29 (Dirksen Parkway) & IL 29 (South Grand Avenue) - Springfield
- Location # 19: Dirksen Parkway & Stevenson Drive - Springfield
- Location # 20: Bus 55 (South 6th Street) & Stevenson Drive - Springfield
- Location # 21: Wabash Avenue & MacArthur Boulevard – Springfield

Morgan County

- Location # 22: IL 104 (Morton Avenue) & IL 267 (Main Street) – Jacksonville
- Location # 23: IL 104 (Morton Avenue) & Lincoln Street - Jacksonville
- Location # 24: IL 104 (Morton Avenue) & Massey Lane – Jacksonville

Adams County

- Location # 25: Bayview Bridge (East Tower) - Quincy
- Location # 26: IL 57 (4th Street) & Hampshire – Quincy
- Location # 27: IL 104 (Broadway) & 8th Street – Quincy
- Location # 28: IL 104 (Broadway) & 12th Street – Quincy
- Location # 29: IL 104 (Broadway) & 24th Street – Quincy

HANDHOLE

This work shall consist of furnishing the materials and installing a precast composite concrete handhole in accordance with Sections 814 and 1088.05 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

The frame and cover shall be constructed of a polymer concrete and reinforced with a heavy-weave fiberglass cloth. The material shall be in accordance with Section 1088.05 of the Standard Specifications for Road and Bridge Construction. The nominal dimensions of the handhole shall be a minimum 17" (W) x 30" (L) x 30" (D), and the nominal dimensions of the double handhole shall be a minimum 30" (W) x 48" (L) x 30" (D).

The cover shall contain the legend "TRAFFIC SIGNALS" and shall be held down by two stainless steel hex head bolts. The cover shall contain two recessed lift pins. The cover for a double handhole shall be a split lid, 2-piece cover.

Basis of Payment: This work will be paid for at the contract unit price per EACH for HANDHOLE

CONDUIT

This work shall consist of furnishing and installing a conduit of the type and size specified in accordance with Sections 810 and 1088.01(b) or 1088.01(c) of the Standard Specifications for Road and Bridge Construction, except as described herein.

PVC Conduits: When it is necessary to connect PVC conduit to steel conduit, a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

When conduits are installed in the excavation in back of the curb, the conduit shall be installed below driveways and entrances at a depth which will prevent the conduit from protruding into the entrance pavement material.

PVC Conduit, Augured: The term augured shall cover both the pushed and bored method of installing conduit. Because of differences in equipment and techniques, the contractor may use either method to install the conduit for the term AUGURED.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for UNDERGROUND CONDUIT, of the size and type specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete.

ETHERNET SWITCH

Description: This work shall consist of providing a hardened Ethernet Switch including the applicable power supply. Fiber optic modules shall be supplied with each Ethernet Switch. These modules shall be configured for either single-mode fiber or multi-mode fiber, as detailed in the work order.

Each switch shall be supplied with two pairs of 1-meter, ceramic-tipped fiber optic patch cables as detailed on the work order.

Also, included with each switch shall be one 5' Ethernet patch cable (CAT 5 or CAT 6 terminated with RJ-45 connectors).

The Ethernet Switch shall meet the following material specifications:

1. Overall switch station capacity and flexibility: Managed Gigabit Ethernet switch with 7 10/100BaseT(X) ports and 3 10/100/1000BaseT(X), or 100/1000BaseSFP combo ports, with -40 to 75°C operating temperature. In addition, the switch shall include a SFP module with on 1000BaseLX port with LC connector for 10 km transmission with -40 to 85°C operating temperature
2. Cabling options: The switch shall be able to utilize a variety of connecting interfaces including 10/100Base(T)X, 10/100/1000Base(T)X, and 1000BaseSX/LX/LHX/ZX (LC connector).
3. Port configuration options: Port configurations shall be accessible via a standard web browser without requiring special vendor software. Port configuration changes shall be possible by personnel without special IT training. The configuration can be done via a console UI, telnet connection, or command line interface. All T(X) ports shall provide cable autocross capability.

The Ethernet Switch shall be compatible with following network and software requirements:

1. Networking and Software: The Ethernet switches shall be IEEE802.3/802.3u/802.3ab/802.3z/802.3x/802.1D-2004/802.1w/802.1s/802.1Q/802.1p/802.1X/802.3ad compliant. The switch shall support the following standards and software interfaces:
 - a. Redundant fast/Gigabit Ethernet ring capability
 - b. IGMP Snooping and GMRP for filtering multicast traffic from industrial Ethernet protocols
 - c. Supports IEEE 802.1Q VLAN and GVRP protocol to ease network planning
 - d. Supports QoS-IEEE 802.1p/1Q and TOS/DiffServ to increase determinism
 - e. Supports 802.3ad, LACP for optimum bandwidth utilization
 - f. Supports TACACS+, SNMPv3, IEEE 802.1X, HTTPS, and SSH to enhance network security
 - g. Support EtherNet/IP, PROFINET, and Modbus/TCP protocols for device management and monitoring
 - h. SNMPv1/v2c/v3 for different levels of network management security
 - i. Bandwidth management to prevent unpredictable network status
 - j. Lock port for authorized MAC address access only
 - k. Port mirroring for online debugging

- l. Automatic warning by exception through e-mail, relay output
 - m. Digital inputs to integrate a sensor and alarm with an IP network
 - n. Automatic recovery of connected device IP addresses
 - o. Line-swap fast recovery
2. Port Trunking for Flexible Network Connection: Maximum of four trunk groups for all Gigabit ports with maximum of eight trunk ports for each trunk group shall be available. The user shall be able to either choose the type of the trunk group to be "Static" or "LACP."
3. IP Addressing Approach Options: IP addresses shall be set over the network using BootP/DHCP. The user shall have the capability to disable BootP or DHCP network based IP address changes. In addition, the switch shall support both a serial port and web page-based manual (static) addressing approach.
4. Ethernet Packet Transfer Accuracy and Capacity: The switch shall be capable of forwarding valid Ethernet frames using the store and forward method or equivalent method, and the address table shall have a maximum capacity of 8192 addresses.
5. Quality of Service Functions Enhance Determinism: The switches shall be able to read IEEE 802.1Q VLAN priority tags and support a minimum of a low, normal, medium, and high priority buffer. High priority messages shall be able to process before low priority messages. It also shall support QoS-IEEE 802.1p/1Q and TOS/DiffServ.
6. SNMP Traps: The switches shall support sending SNMP messages to a maximum 2 SNMP "Trap" server, and The SNMP traps IP addresses shall be settable through a web browser interface.
7. Multicast Message Control for Filtering Multicast Traffic: The switches shall be able to support IEEE 802.1D-1998 GMRP (GARP Multicast Registration Protocol) and IGMP (Internet Group Management Protocol).
8. Port Access Control Enhances User Authentication: The switches shall support IEEE 802.1X and Static Port Lock for Port-Base Access Control.
9. Accessible IP Settings: It shall allow the user to add or remove "Legal" remote host IP addresses to prevent unauthorized access. Access to switch shall be controlled by IP address. That is, if a host's IP address is in the accessible IP table, then the host shall be allowed access to the switch.
10. Additional network and software requirements shall be met:
 - a. IEEE 802.1X, HTTPS, and SSH to enhance network security
 - b. Bandwidth management prevents unpredictable network status
 - c. Port mirroring for online debugging
 - d. Automatic warning by exception through email and relay output
 - e. Digital inputs to integrate sensors and alarms with IP networks
 - f. Automatic recovery of connected device's IP addresses
 - g. Line-swap fast recovery
 - h. Support EDS-SNMP OPC Server Pro
 - i. Software based IEEE 1588 PTP (Precision Time Protocol) for precise time synchronization of networks
 - j. DHCP Option 82 for IP address assignment with different policies
 - k. Modbus/TCP / EtherNet/IP / PROFINET industrial Ethernet protocols supported
 - l. Supports LLDP (Link Layer Discovery Protocol)
 - m. Turbo Ring™ and Turbo Chain™ (< 20ms recovery time for fast Ethernet ports and < 50 ms recovery time for Gigabit Ethernet ports at full load) and STP/RSTP (IEEE 802.1w/D)

The Ethernet Switch shall meet the following general installation requirements:

1. Mounting: The switch shall be DIN-Rail or wall mountable
2. Power supply: Low voltage ranges: 12/24/48 VDC (9.6-60 VDC). In addition, a provision shall be made such that the loss of a power supply may be user configurable to trigger a hardware (i.e. relay contact), SNMP, e-mail, and web page alarms.
3. Environmental specifications: Temperature & humidity - The switch shall have operating temperature ranges of -10 to 60°C or -40 to 75°C. In addition, the switch shall be rated to withstand a maximum continuous operating humidity of 95% without condensation.
4. Electronical Noise Immunity: The switch will conform to the IEC61000-4-2 to 4-8 series of noise specifications as specified below:

IEC 61000-4-2	Electrostatic Discharge: Criterion A
IEC 61000-4-3	Radiated Noise Immunity: Criterion A
IEC 61000-4-4	Fast Transient (Burst) Withstand: Criterion A
IEC 61000-4-5	Surge Voltage: Criterion A
IEC 61000-4-6	Conducted Noise Interference: Criterion A
IEC 61000-4-8	Electromagnetic Field withstand: Criterion A
IEC 61000-4-12	
IEC 61000-4-29	
5. Shock & Vibration: The operating shock rating shall conform to IEC60068-2-27 and withstand a 15 g, 11 ms duration, and 18 shocks. In addition, the operating vibration spec shall conform to IEC60068-2-6 (Criterion 3) at 1 mm, 2 Hz - 13.2 Hz, 90 min.; 0.7g, 13.2 Hz - 100 Hz, 90 min.; 3.5 mm, 3 Hz - 9 Hz, 10 cycles, 1 octave/min.; 1g, 9 Hz - 150 Hz, 10 cycles, 1 octave/min.
6. Switch shall be compliant with IEC 62443-4-2.

The Ethernet Switch shall meet the following hardware-based diagnostics and user interfaces requirements:

1. Alarm contact: The switch shall contain an alarm contact that can be configured via standard web browser to annunciate the drop out of either or both power supply inputs and/or to annunciate the active link status of any combination of ports. A Fault LED will be provided to indicate the status of the alarm contact.
2. LED Indications
3. Diagnostic display for internal switch status
4. Serial Port: The switch shall include a USB serial port that can be accessed by computers with hyper terminal or equivalent capability. The serial console connection manner shall require a short USB cable applied to connect the switch to a PC's USB port.

The Ethernet switch shall meet the following security requirements:

1. Port Disable: unused ports shall be able to be disabled to prevent unauthorized access.
2. It shall support IEEE 802.1X and SSL to enhance network security.
3. Switch configuration password protection
4. https/SSL

The Ethernet switch shall have the following communication redundancy:

1. The switch shall be able to detect and compensate for the failure of another switch, cable disruption, or hardware failure of one or more ports.
2. IEEE standards-based redundancy, including IEEE 802.1D/W spanning tree

3. Turbo Ring:
 - a. Gigabit Ethernet redundant ring capability (Turbo Ring V2: recovery time <20ms for fast Ethernet ports; < 50 ms for Gigabit Ethernet ports). Ring coupling function to integrate different Turbo Ring for distributed application
4. Turbo Chain function for a multiple-ring architecture (recovery time <20ms for fast Ethernet ports; <50 ms for Gigabit Ethernet ports)

The Ethernet switch shall be compatible with following software suite that assists with installation, operation, maintenance, and diagnostics of the existing network:

1. The switch must be compliant with a mass configuration tool:
 - a. The tool must contain a security wizard for convenient setup of security-related parameters.
 - b. The tool must allow for topology analysis to eliminate manual setting errors
 - c. The tool must contain a configuration overview for efficient management
2. The switch shall be compliant with network management software (NMS).
 - a. The NMS must allow for auto-discovery of network devices and physical connections.
 - b. The NMS must allow for event playback for quick troubleshooting
 - c. The NMS must allow for color-coded VLAN/IGMP groups and other visualized network data.
 - d. The NMS must allow for a security view for the security status of network devices.
 - e. The NMS must support a mobile app for remote monitoring and notification.
3. The switch must be compliant with a stand-alone data collection tool to take network snapshots for quick troubleshooting.
 - a. The collection tool must allow for the ability to compare network and device data and then highlight the differences.

Construction: The Contractor shall deliver the Ethernet Switches, power supplies, fiber optic modules, and fiber optic jumpers to the District 6 Bureau of Operations, Traffic Signal Section, 2713 Stevenson Drive, Springfield, IL. It is the Contractor's responsibility to coordinate the delivery location and time with District 6 Operations.

Phone Numbers: 217-524-9161 (Stan Clow) or 217-524-2180 (Bill Shaw)

Basis of Payment: This work will be paid for at the contract unit price per EACH for ETHERNET SWITCH, which price shall be payment in full for all labor, materials, and equipment required to provide the equipment specified above and deliver it to the Department.

FIBER OPTIC CABLE

Revised: March 28, 2017

This work shall consist of furnishing and installing a fiber optic cable in accordance with the requirements of Sections 871 and 1076.02 of the Standard Specifications for Road and Bridge Construction and the following additions.

All installed fiber optic cable shall be tested at its nominal operating wavelength and in accordance with Article 801. Detailed and complete pre-installation OTDR test documentation shall be provided electronically to the Engineer to the satisfaction of the Engineer. The OTDR test data should be formatted as an Excel spreadsheet and may be either emailed to the Engineer for inspection and acceptance or provided on a thumb drive.

Locator Wire: A #14 AWG minimum, THHN wire shall be installed along side of the fiber optic cable. The wire shall be secured in the control cabinet to prevent accidental removal. The locator wire shall not be terminated to the control facility.

The fiber optic cable shall be installed in continuous runs between controller cabinets. No splices will be allowed outside existing controller cabinets. The fiber optic cable shall only enter existing controller cabinets at locations indicated as such on the plans.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for FIBER OPTIC CABLE, of the type, size, and number of fibers indicated on the plans, which price shall be payment in full for furnishing the material and making all fiber connections and installing the cable complete.

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 is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the

Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: September 2, 2021

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

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2022

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

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 701.20 of the Standard Specifications:

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

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

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

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

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

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.”

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.