

112

June 15, 2018 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 66H67
Various Counties
Section D3 HWY DAMAGE REPAIR FY19
Various Routes
District 3 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. June 15, 2018 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. 66H67
Various Counties
Section D3 HWY DAMAGE REPAIR FY19
Various Routes
District 3 Construction Funds**

One year contract to furnish all labor, equipment and materials necessary to repair damaged guardrail, fence, attenuators, high tension cable median barriers, and other incidentals on work order basis throughout District 3.

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

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-18)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section D3 HWY DAMAGE REPAIR FY 19, Various Counties, Contract No. 66H67 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

Locations of repair will be determined by District 3. The nine counties that comprise District 3 are Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

DESCRIPTION OF PROJECT

The work in this contract consists of furnishing all labor, equipment, and materials necessary for the complete new installation, repair, or replacement of damaged guardrail, fence, attenuators, and other highway appurtenances; the repair of High-Tension Cable Median Barrier; and minor concrete repairs at locations throughout District 3. This includes the minor adjustment of connecting parts of the installation as specified elsewhere. The work to be done at any location will be indicated on the work order by the Engineer. The damage to repair is generally a result of automobile accidents; therefore, the need and locations of any repairs are random in nature. Work includes providing proper traffic control.

TRAFFIC CONTROL PLAN

(Revised November 14, 2016)

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

Special attention is called to the following sections of the Standard Specifications, the Highway Standards, and the special provisions relating to traffic control:

Standard Specifications:

- Section 701 - Work Zone Traffic Control and Protection
- Section 702 - Nighttime Work Zone Lighting
- Section 703 - Work Zone Pavement Marking
- Section 704 - Temporary Concrete Barrier
- Section 706 - Impact Attenuators, Temporary
- Section 706 - Temporary Water Filled Barrier
- Section 780 - Pavement Striping
- Section 781 - Raised Reflective Pavement Markers
- Section 783 - Pavement Marking and Marker Removal
- Section 862 - Uninterruptable Power Supply
- Section 1106 - Work Zone Traffic Control Devices

Highway Standards:

701001	701006	701011	701101	701106	701201
701301	701400	701401	701406	701411	701421
701422	701423	701426	701427	701428	701451
701456	701501	701502	701601	701602	701606
701701	701801	701901			

In addition, the following also relate to traffic control for this project:

ERRATA – Standard Specifications for Road and Bridge Construction
(Adopted 4-1-16) (Revised 1-1-17)

SPECIAL PROVISIONS

- Automated Flagger Assistance Device (BDE)
- Changeable Message Sign
- Equipment Illumination
- Keeping Roads Open to Traffic
- Plastic Drums
- Speed Display Trailer (BDE)
- Temporary Bridge Traffic Signals
- Traffic Control and Protection, Standards 701400 (Special) and 701401 (Special)
- Vehicle Parking

VEHICLE PARKING

(Revised January 1, 2007)

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

EQUIPMENT ILLUMINATION

(Revised January 26, 1998

Revised January 1, 2016)

The Contractor shall equip all vehicles entering and exiting the work area with flashing amber lights, installed so the illumination is visible from all directions.

PLASTIC DRUMS

(Effective August 15, 2005 Revised January 1, 2008)

Plastic drums according to Standard 701901 with steady burning lights shall be used in lieu of cones, Type I and Type II barricades, and vertical barricades throughout lane closures.

KEEPING ROADS OPEN TO TRAFFIC

(Effective December 1, 1999

Revised December 14, 2009)

All lanes shall be kept open to two-way traffic at all times, except when construction operations require, as directed by the applicable traffic control standards, temporarily closing one lane. All lanes shall be open to traffic overnight and on holidays specified in Article 107.09 of the Standard Specifications. The contractor shall give the Operations Field Engineer 24 hours notice before any proposed lane closure Tuesday through Friday. The contractor shall notify the Operations Field Engineer on the preceding Friday of the lane closures proposed for Saturday, Sunday, or Monday. The Operations Field Engineer will be the sole judge to approve lane closures and the length and duration of same. Failure to notify the Operations Field Engineer of a lane closure will result in a Traffic Control Deficiency Deduction as per Article 105.03 of the Standard Specifications.

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

DURATION OF PROJECT

Terms, Specifications and Conditions:

- A. **Project Period:** This project shall begin September 1, 2018 and continue through to August 31, 2019. The Contractor must finish any Work Orders issued up to and including August 31, 2019. The Contractor is allowed an additional twenty working days after August 31, 2019 to complete the required work stated on the Work Order.
- B. **Termination:** The Department of Transportation reserves the right to cancel and terminate this contract without penalty or further payment being required, for any cause determined to be in the best interest of the State of Illinois, provided the department notifies the Contractor of its intent to terminate in writing at least 60 days in advance of the effective termination date.
- C. **Non-Appropriation:** Obligations of the State of Illinois, Department of Transportation, will cease immediately without penalty or further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this agreement.

REMOVAL OF TRAFFIC CONTROL DEVICES

All temporary traffic control devices used for lane closures shall be removed from the pavement as soon as the need for the traffic control has ended and the lane shall be re-opened to traffic.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES

The Contractor is hereby advised that there may be drainage structures, storm sewers, sign foundations, culverts, electrical conduits, utilities, and other existing objects within the immediate work limits of this project and that he should use extreme care when driving posts. He shall also conduct his operations so that the damage to the turf will be kept to a minimum. Where, in the opinion of the Engineer, the Contractor through his operations has excessively damaged sections of the turf, the contractor at his own expense shall restore such sections of the turf to a condition meeting the satisfaction of the Engineer.

The Contractor shall be held responsible for any damages to existing structures resulting from the operations of his equipment and employees. The Contractor shall, at his own expense, restore the damaged structures to a condition equal to that existing before each damage was done, by repairing, rebuilding or replacing it as directed by the Engineer.

No extra compensation will be permitted for compliance with the requirements specified herein.

MIDWEST GUARDRAIL SYSTEM

Effective January 1, 2007 the department adopted the Midwest Guardrail System (MGS) for use on all its state and federal highways. The MGS is reflected in the current Highway Standards in this contract. Some notable differences between MGS and Pre-MGS include:

- The guardrail mounting height has increased 3-7/8", raising the nominal top of rail mounting height to 31" as shown in standard 630001.
- The block out dimension for Type A and B guardrail has increased from 6" to 1'-0".
- Steel blockouts are no longer used. Wood blockouts or plastic blockouts on IDOT's approved list may be used.
- The use of Type "C" rail has been discontinued.
- There is an option for guardrail without blockouts in Highway Standard 630006.
- The splice point for rail pieces is different.
- The length of both Type A and B guardrail posts has been reduced from 6'-9" to 6'-0".

Many of the guardrail terminal standards have also changed, the contractor is advised to note changes in specifications and pay limits.

- Contractors are advised to note the list of IDOT approved Type 1 (Special) terminals, as it has changed. The IDOT list of approved TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL for MGS guardrail is shown on the IDOT internet site.

The MGS guardrail is not compatible with earlier versions of Pre-MGS guardrail. Generally, existing Pre-MGS guardrail will be repaired or replaced in kind only if damage is limited to a single section of rail (12.5 Feet or less). Longer sections of damaged rail or any damage to Pre-MGS terminal sections will require replacement with MGS rail and/or terminals that are from the current IDOT approved list. Newly installed MGS will be transitioned to match the remainder of the existing installation as needed with no additional compensation.

The pay items in this contract do not differentiate between MGS and Pre-MGS guardrail. There will be one pay item of guardrail work regardless of whether it's an MGS or Pre-MGS guardrail assembly. The contractor shall include any extra labor, equipment, or material costs to repair or replace either MGS or Pre-MGS guardrail and to transition from MGS to existing Pre-MGS in the contract unit price of the appropriate pay item.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS

Whenever a question arises regarding the existence or location of a buried utility, call the toll free J.U.L.I.E. telephone number, 800-892-0123, before starting excavation. Allow 48 hours for other than emergency assistance.

RAILROAD PROTECTIVE LIABILITY INSURANCE

The Contractor is advised any repair work within 25' of a railroad track shall not begin until Railroad Protective Liability Insurance is obtained and that a railroad flagger must be present when the repair work is performed. This work shall be paid for in accordance with Article 109.04 of the Standard Specifications. Notification to the railway and request for a railroad flagger should be accomplished through the Resident Engineer.

UNDERGROUND FACILITIES

The Contractor's attention is directed to the possible presence of state-owned underground electrical cable within the limits of the proposed improvement. The contractor shall request the Illinois Department of Transportation in Ottawa (AC 815-434-8417) to locate the underground facilities, providing a minimum of 72 hours notice. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) System.

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

INTERPRETATION OF QUANTITIES

The quantities appearing in the Summary of Quantities of the plans is a one year estimate of damage for bidding purposes.

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

Payment for work will be made in accordance with the items listed in the summary of quantities in the plans. The high-tension cable, guardrail, attenuator, or fence installations must be satisfactorily complete and functional before payment for any work is made in accordance with the schedule of prices in the contract.

COMPLETION OF WORK

The work in accordance with this contract shall be considered either Regular Work or Emergency Work.

The Contractor is allowed thirty (30) calendar days after the work authorization to complete Regular Work and have it accepted by the engineer. The Contractor is allowed seven (7) calendar days after the work authorization to complete Emergency Work and have it accepted by the engineer. If either work is not completed and accepted within these time limits, the contractor shall be liable to the Department the amount of \$50.00 per calendar day per job site, not as a penalty but as liquidated damages for each day of overrun as specified herein. The time (calendar days) required by the Engineer to inspect the work will not be counted against the balance of days remaining for the contractor to perform the work.

Work associated with replacing damaged sand module impact attenuators REPLACE IMPACT ATTENUATORS (NON-REDIRECTIVE), TEST LEVEL 3 shall be as specified herein. The Contractor is allowed 36 hours after authorization to complete the work replacing damaged sand modules. Liquidated damages are then charged at \$200.00 per calendar day per sand module until the work is completed and accepted.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult to ascertain, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the prolonged loss of a safety device or appurtenance for the roadway. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later. No liquidated damages will be assessed for any day less than twenty-four hours.

REGULAR WORK

When used in conjunction with this contract, Regular Work involves those situations where the amount or nature of damage does not pose an immediate hazard to the public in the opinion of the Engineer.

EMERGENCY WORK

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

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

- a. Guardrail damage consisting of any openings or exposed ends.
- b. Guardrail elements including either posts or panels which are lying in a down position.
- c. Any damage which could cause a spearing effect.
- d. Terminal end sections which have damaged posts or panel elements.
- e. Attenuator damage which exposes a hazardous situation.
- f. High Tension Cable Barrier repairs or replacement.

The location of all damage to be repaired as Emergency Work shall be determined by the Engineer.

Any extra costs associated with completing the Emergency Work within the time specified after receiving a work order shall be paid for at the contract unit price each for EMERGENCY WORK CALL OUT.

EXTRA WORK

Extra work to repair motorist caused damage, not included in this contract as a pay item, may be assigned to the contractor. Extra work will be paid for in accordance with article 109.04 of the Standard Specifications. Items of this type may include culvert end section repair or replacement, or providing for temporary aggregate shoulders at guardrail or high-tension cable median barrier damage locations.

WORK ORDERS

Regular Work and Emergency Work will be initiated by a written work order from an authorized representative of the Department.

No Regular Work is to be performed by the contractor unless he possesses a work order authorizing the work. Emergency Work may be started after a verbal order.

All work orders will be made out and signed by the engineer in charge or designee. A work order will show date, job number, location, item description and quantity of removals or repairs to be made. Only the amount of replacement or repairs shown on the work order is to be done by the contractor. If, at the time repairs are being made, additional work is needed, authorization must be obtained from the engineer, or designee, before the work is done.

Work done contrary to the instructions given by the engineer, work done beyond, substituted for, or performed in lieu of the work specified on the work order or given by the engineer, or any extra work done without written approval will be considered as unacceptable and will not be paid for under the contract. Work so done may be ordered to be removed or replaced at no additional cost to the department.

All work orders shall be sent, by the engineer, to the Contractor's place of business, or received at the district office. After the repair work is completed, the contractor will record the completion date and pay item quantities to complete the repair on the work order. The Contractor shall retain one copy of the work order for his record and shall return the completed original copy to the engineer.

Work Order Supplies: The Contractor shall supply marking materials for the duration of the contract so the Engineer can mark the repair at locations indicated on the work order. Initially, the Contractor shall supply 36 aerosol cans of marking paint; 30 fluorescent orange and 6 black, in 17 ounce minimum cans that spray in an inverted position and 2 dozen red paint marking sticks. Resupply shall be made at the Engineer's request. This work shall not be paid for separately, but shall be considered included in the unit cost for the various pay items.

REMOVAL OR REPAIR OF GUARDRAIL, OR FENCE

Guardrail or fence shall not be removed from state right of way under this contract unless each rail element, fence, or post to be removed is designated for removal. The Engineer in charge will advise on each piece.

All damaged material shall be replaced by new material unless otherwise specified.

Guardrail removal will not be allowed unless total and complete removal and replacement can be made during one continuous operation. Damaged guardrail removed shall be replaced on the same day it is removed unless approval is obtained from the Engineer.

REMOVAL OR REPAIR HTC BARRIER

High-Tension Cable Median Barrier and posts shall not be removed from state right of way under this contract unless each cable element and/or post to be removed is designated for removal. The Engineer in charge will advise on each piece.

All damaged material shall be replaced by new material unless otherwise specified.

HTC Barrier repair shall be finished on the day it began unless approval is obtained from the Engineer.

REPAIRING AND MAINTENANCE OF HIGH TENSION CABLE (HTC) MEDIAN BARRIER SYSTEMS

This item shall consist of furnishing all labor, materials, and equipment for repairing high tension cable (HTC) median barrier systems when damaged. There are four existing systems in District 3.

1. The Brifen system on I-55 in Grundy County. This is a “socketed” post system constructed in 2006.
2. The NUCOR System (formerly known as Saferoads) as developed by Marion Steel Company on I-57 in Iroquois County. This is a driven post system constructed in 2006.
3. The TL-4 4-Cable HTC Barrier by Gibraltar Cable Barrier System on I-57 in Kankakee County. This is a driven post system constructed in 2010.
4. The CASS-TL3 4-Cable Safety System by Trinity Highway Products on I-80 in LaSalle and Grundy Counties and I-57 in Iroquois County. This is a driven post system constructed in 2011.
5. A CASS-TL3 4-Cable Safety System by Trinity Highway Products on I-80 in LaSalle County. This is driven post system constructed in 2012.
6. A TL-4 4-cable HTC Barrier by Gibraltar on I-55 in Grundy and Livingston Counties. This is a driven post system constructed in 2012.
7. A TL-4 3-cable HTC Barrier by Gibraltar on I-55 in Will County. This is a driven post system constructed in 2012.

We currently have approximately 296,448 feet of high tension cable median barrier installed in D-3.

I-55, mile post 207 to 210.5	18,480'	Gibraltar
I-55, mile post 227 to 233	27,302'	Brifen
I-57, mile post 277 to 286	28,055'	NUCOR
I-87, mile post 286 to 292	18,704'	Trinity
I-57, mile post 316 to 324	14,025'	Gibraltar
I-80, mile post 97 to 105	46,100'	Trinity
I-55, mile post 216 to 228	66,430'	Gibraltar
I-80, mile post 80 to 95	77,352'	Trinity
As of Fall 2016	296,448'	

Description: Repair and maintenance shall consist of removing and replacing damaged post(s) and/or removing and replacing damaged cable or end sections. Maintenance includes resetting the cable on the posts, checking the tension and other minor work described below. Work shall be in accordance with the applicable portions of Section 644 of the Standard Specifications for High Tension Cable Median Barrier.

Contacts: It shall be the contractor's responsibility to gain a working knowledge of the systems that need repair so that repair is made according to the manufacturer's specifications. Contact information for each system can be found on page 2 of the plans for Contract 66F73.

System integrity: The repair parts from different manufacturers shall not be used interchangeably. Each system shall be repaired using parts from the system's manufacturer.

Repair of High Tension Cable: The repair of high tension cable shall be paid for at the unit price per foot as REPAIR HIGH TENSION CABLE. Work shall include the removal and disposal of the damaged cable, furnishing new cable, furnishing and installing turnbuckles and cable splicing hardware, and repairing the cable.

Repair of End Sections: The repair of end sections/terminals shall be paid for at the contract unit price each as REPAIR HIGH TENSION CABLE BARRIER TERMINAL. This pay item shall be used when an end section is damaged and/or in need of repair but the existing foundation can be re-used and remain in place. Work shall include repair of the cables and/or hardware of the end section along with disposal of any damaged materials.

Replacement of End Sections: The replacement of the end sections/terminals shall be paid for at the contract unit price each as REPLACE HIGH TENSION CABLE END SECTION. The replacement foundations shall be in accordance with the manufacturer's specifications and may be offset slightly from the damaged foundation's location in undisturbed or properly compacted soil. This price includes all hardware, including reflectors, specified to be attached to the post as per the manufacturer, plus backfilling the old foundation cavity with suitable material and compacting as approved by the engineer.

Post Replacement: The replacement of posts from either socketed or driven systems shall be paid for at the contract unit price each for REMOVE AND REPLACE HIGH TENSION CABLE POST which price shall include the removal and disposal of the damaged posts, replacing the posts, and resetting the cable on the new post. This price includes all hardware specified to be attached to the post as per the manufacturer, including reflectors.

Heavy duty post replacement: The CASS-TL3 4-Cable Safety System by Trinity Highway Products on I 80 in LaSalle and Grundy Counties as well as I 57 mile posts 286-292 have posts which fall under this description. The posts are extra-long, heavy, etc., and require other than hand methods to drive the post, typically using equipment which may encroach on the adjacent lane, requiring additional traffic control. The replacement of heavy duty driven posts shall be paid for at the contract unit price each for REMOVE AND REPLACE HTC POST (HEAVY DUTY) which price shall include the removal and disposal of the damaged posts, replacing with new posts, and resetting the cable on the new post. This price includes all hardware specified to be attached to the post as per the manufacturer, including reflectors. Only the system specified in this special provision shall be identified and measured as Heavy Duty. Future systems will be classified in writing by the engineer.

Concrete Socket Foundation or Driven Metal Socket Post Systems: Please note that the concrete foundation for the Brifen is no longer allowed. Therefore, these damaged foundations shall be replaced with A Driven Metal Socket and Post. The replacement of damaged concrete socket foundations, damaged driven metal sockets, and their damaged posts shall be paid for at the contract unit price each for FURNISH AND DRIVE METAL SOCKET WITH POST.

The replacement soil plate or driven metal socket shall be in accordance with the manufacturer's specifications and may be offset slightly from the damaged foundation/metal socket location in undisturbed or properly compacted soil. Work shall include the removal and disposal of the damaged post, foundation or metal socket, installing a new soil plate or furnishing and driving a new metal socket, furnishing and erecting a new post, and resetting the cable on the new post. This price includes all hardware, including reflectors, specified to be attached to the post as per the manufacturer, plus backfilling the old foundation cavity with suitable material and compacting as approved by the Engineer.

System Maintenance: At a typical accident site the contractor will generally be given the beginning and ending limits of repair. Within the identified limits, emergency personnel may have removed cable from undamaged posts adjacent to the damage area to facilitate recovery operations. Maintenance is performed on those undamaged posts that remain, although, the engineer may select any location to receive System Maintenance (cable on the post or off). Damaged posts are replaced with new posts and aren't counted with posts needing maintenance. Work includes resetting undamaged terminal posts.

System Maintenance work shall include resetting the cable on the existing undamaged posts and checking and resetting the tension in the cable to match the manufacturer's specifications. An IDOT representative may request to be present whenever the tension is set or adjusted. Within the identified limits, it shall be the responsibility of the contractor to repair or replace all missing or damaged nuts, washers, clips, post caps, post spacers, post straps, reflectors, etc. on existing posts. Used hardware in serviceable condition may be used for maintaining existing posts. This maintenance work is to be performed on line posts, transition posts, or end section posts remaining in place as designated by the engineer. No distinction shall be made between socket and driven posts. System Maintenance shall be measured by counting each existing undamaged post within the identified limits. This work shall be paid for at the contract unit price each for HIGH TENSION CABLE SYSTEM MAINTENANCE.

Tension Checks or Adjustment of Cable. Checking and correcting the tension in each cable shall be performed each time work is performed on a section of HIGH TENSION CABLE MEDIAN BARRIER. The recommended cable tensions for each system are shown in charts in the plans. The results of each check shall be recorded on a Tension Log Sheet shown in the plans. The completed log sheets shall be submitted along with work order billings.

Reflectors: Reflectors, as specified by the manufacturer, shall be furnished on replacement posts to match the existing reflector spacing. Reflectors shall be amber or yellow.

REALIGNING POSTS

Guardrail posts at designated damage/repair locations which are out of plumb or require realignment are not considered reusable. The out of plumb or misaligned posts shall be removed and replaced. Replacement shall be made with a new post and set in accordance with the requirements of Section 630. Realignment by any method which does not remove and replace the post shall not be allowed. All posts which are removed shall become the property of the Contractor and removed from the right of way. Posts which are removed cannot be used again.

REMOVE AND RE-ERECT STEEL PLATE BEAM GUARDRAIL, TYPE A OR TYPE B

This pay item is to be used for realigning lengths of undamaged guardrail which are out of alignment due to frost heave, erosion or other side slope failure. This type of work is maintenance in nature and shall only be performed at locations designated by the engineer.

This work consists of supplying all labor, materials and equipment to remove and re-erect existing steel plate beam guardrail and/or traffic barrier terminals. Work shall be in accordance with Section 633 of the Standard Specifications.

Existing steel block-outs shall be replaced with wooden or plastic block-outs during the removal and re-erection of steel plate beam guardrail and traffic barrier terminals. The wood block-outs shall be according to the current standard applicable to the type of guardrail or terminal section being re-erected.

The existing steel posts may be drilled to match the bolt pattern shown on standard 630001 for the wood block-out or a new steel post shall be provided.

Any existing "C" posts shall be removed and new steel posts shall be provided.

Work shall be measured and paid for at the contract unit price per foot (meter) for REMOVE AND RE-ERECT STEEL PLATE BEAM GUARDRAIL, TYPE A OR TYPE B.

RAIL ELEMENT PLATES

This work consists of removing and disposing of all sections of damaged or conflicting rail element plates and all bolts, nuts, washers, and other hardware connected with the damaged rail element, and furnishing and installing new 12-gauge guardrail element plates, bolts, nuts, washers and other hardware necessary to repair a damaged guardrail installation. Elements, plates, nuts, bolts, washers and other hardware are to match the original and adjacent installation as to type and design and are to be galvanized to match the original and adjacent installation.

The Contractor shall make any necessary adjustments to realign existing rail element plates adjacent to rail elements replaced as directed by the Engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered included in the unit price for RAIL ELEMENT PLATES.

The furnishing and installing of all bolts, nuts, washers, blockouts, and other hardware, necessary to comply with the above will not be paid for separately. Removing and disposing of damaged rail element plates will not be paid for separately.

If specified, furnishing and installing an END SECTION, END SHOE, or ALTERNATE END SHOE as shown in standard 630001 will be included with this pay item.

Rail element plates shall be measured for payment in units measured along the top of rail elements, continuous through laps and splices. One unit equals 12.5'. End pieces, as specified above, will be measured as a fraction of a unit.

This work shall be paid for at the contract unit price per unit length for RAIL ELEMENT PLATES which price shall include realigning adjacent rail element plates and as specified by the Engineer.

STEEL POSTS

This work consists of removing and disposing of damaged posts of the specified length and replacing them with new W6 X 9 or W6 X 8.5 guardrail posts of the correct length.

New steel posts shall be galvanized to match the existing installation. All work shall conform with applicable standards and as directed by the engineer. Removing and disposing of damaged posts will not be paid for separately.

This work shall be paid for at the contract unit price each for STEEL POSTS.

STEEL POSTS (MODIFIED)

This work consists of replacing posts attached to concrete structures by unbolting the rail elements, removing the post which is to be replaced, and furnishing and setting a new post in accordance with Standard 630101 or 630111 (Guardrail Mounted on Culverts). The replacement posts shall conform to the length, size and type of the original installation. Sheared expansion bolts shall be replaced in kind. Replacement of sheared bolts will not be paid for separately, but shall be considered included in the contract unit price for STEEL POSTS (MODIFIED). New steel posts and base plates shall be galvanized after fabrication, and shall match the configuration of the existing installation.

Basis of Payment: This work shall be paid for at the contract unit price each for STEEL POSTS (MODIFIED).

STEEL POSTS (SPECIAL)

This work consists of removing and disposing of damaged posts and replacing it with new W6 x 9, or W6 x 8.5, 9 foot long steel posts.

All new steel posts shall be used at guardrail locations directed by the Engineer.

New steel posts shall be in accordance with Section 630 and Article 1006.04 of the Standard Specifications. Removing and disposing of damaged posts will not be paid for separately, but shall be considered included in the contract unit price.

This work shall be paid for at the contract unit price each for STEEL POSTS (SPECIAL).

TRAFFIC BARRIER TERMINALS, TYPE 1, SPECIAL, THROUGH 12

These pay items are included to pay for work to completely replace both MGS and pre-MGS Traffic Barrier Terminals with currently approved MGS terminals.

MGS work consists of furnishing and installing complete assemblies of Traffic Barrier Terminals, Type 1 SPECIAL, 2, 5, 6, 6A, 6B, 10 and 12 in accordance with Section 631 of the Standard Specifications and the current Highway Standards.

Generally, when the Engineer determines about half or more of the terminal is damaged, he/she shall order a new terminal installed in lieu of repair. Any damage to pre-MGS terminals shall be considered cause for replacement with an MGS terminal.

If a Traffic Barrier Terminal Type 1, Special is used to replace an existing obsolete type 1 "bull nose or turned down" end section, removal shall include the additional 25' of guardrail necessary to accommodate the full length of the new Type 1, Special. This work shall not be paid for separately but shall be included in the contract unit price for a Traffic Barrier Terminal Type 1, Special (tangent or flared).

This work shall be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL of the type specified, which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described. The contract unit price for Type 1 Special terminals shall include the terminal marker shown in Standard 725001. All posts and blockouts shown within or at the pay limits on the terminal's standard drawing, whether individually numbered or not, shall be included for payment at the contract unit price for TRAFFIC BARRIER TERMINAL, of the type specified.

The Contractor shall provide the Engineer the technical drawing and installation manual for each brand/kind of Traffic Barrier Terminal, Type 1 (Special) Tangent or Flared installed, to keep on file.

REPAIR TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL THROUGH 12

These pay items are included to pay for work to repair Traffic Barrier Terminals that meet MGS specifications.

Work consists of repairing Traffic Barrier Terminal Type 1 SPECIAL, 2, 5, 6, 6A, 6B, 8, 9, and 12 in accordance with Section 631 of the Standard Specifications and the current Highway Standards. Work includes providing all hardware (nuts, bolts, and washers) and re-assembling the terminal in accordance with the manufacturer's instructions.

When the Engineer determines a TBT Type 3 or 3A is damaged beyond repair, it shall be replaced with an IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, which is described elsewhere herein.

If an existing Traffic Barrier Terminal Type 4 assembly is damaged, a new guardrail layout will need to be requested and designed.

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

This work shall be paid for at the contract unit price each for REPAIR TRAFFIC BARRIER TERMINAL of the type specified, which price shall include all labor, equipment and material necessary to satisfactorily complete the work as described.

IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3

This work shall consist of removing and disposing of a damaged IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, or Traffic Barrier Terminal Type 3 or 3A, and erecting a replacement impact attenuator at the same location. Impact attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for test level 3 and shall be on the Department's approved list for the type specified. Damaged attenuators shall become the property of the contractor and disposed of off the right of way.

This work shall be paid for as IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, and shall include all work as stated above.

REPLACE IMPACT ATTENUATORS (NON-REDIRECTIVE), TEST LEVEL 3

This work includes replacing sand module impact attenuators damaged by traffic at various locations. Impact attenuators shall be in accordance with Section 643 of the Standard Specifications. Impact attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for test level 3 and shall be on the Department's approved list. The attenuators are installed on existing base pads located on various multilane highways throughout the district.

Work shall include removing and disposing of each damaged sand module impact attenuator and its contents off the right of way, cleaning up any remaining debris from the damaged attenuator, and replacing the damaged attenuator with one matching the kind/type of the remaining attenuators. Mixing sand module impact attenuators of different manufacturers at any one location shall not be permitted. The replacement module(s) shall be filled with the designated weight of sand matching the number painted on the base pad or the weight shown in the plan detail.

Adjacent sand module impact attenuators that are not damaged, but have been shifted laterally from their original position shall be realigned or moved back to their original position, as directed by the engineer.

This work shall be paid for at the contract unit price EACH for REPLACE IMPACT ATTENUATORS (NON-REDIRECTIVE), TEST LEVEL 3. Each individual replacement module, complete with the required hardware, filled with sand and properly installed, shall constitute one each. Realignment or moving adjacent undamaged modules back to their original positions shall not be paid for separately but shall be considered included in the cost of replacement. This work to realign or shift up to 2 modules shall be included with each replaced sand module impact attenuator.

GUARDRAIL REFLECTORS

This work shall consist of furnishing and installing replacement one-way or two-way guardrail reflectors with brackets fabricated in accordance with the details shown in the plans. The reflectors shall be circular meeting the requirements of Article 1097.03 of the Standard Specifications. The reflectors shall be amber or crystal in color to match the existing installation.

The brackets shall be installed by loosening the guardrail post bolt, slipping the "foot" of the bracket between the bolt head and the plate washer (or between the bolt head and the guardrail face if no plate washer is present) and retightening the bolt. The reflectors shall be fastened to the brackets with aluminum rivets.

This work will be paid for at the contract unit price per each for GUARDRAIL MARKER, TYPE A.

TUBULAR THRIE BEAM

This work consists of removing all sections of damaged rail element plates and all bolts, nuts, washers, and other hardware connected with the damaged rail element, where directed by the Engineer, and furnishing and installing new thrie beam elements, bolts, nuts, washers and other hardware necessary to the plate installation. Plates, nuts, bolts, washers and other hardware are to match the original and adjacent installation in accordance with the plan details for Tubular Thrie Beam Retrofit Rail for Bridges and are to be galvanized to match the original and adjacent installation.

Time requirements associated with work orders are modified for this item due to the custom fabrication needed for thrie beam pieces. The Contractor is allowed 30 calendar days after receipt of materials to complete the repairs.

The Contractor shall adjust and realign existing rail element plates adjacent to rail elements removed and replaced as directed by the engineer. Unbolting, bolting, adjusting, realigning or any other work necessary to accomplish the desired realignment shall be considered included in the unit price for TUBULAR THRIE BEAM.

The furnishing and installing of all bolts, nuts, washers and other hardware necessary to comply with the above mentioned Special Provision will not be paid for separately, but shall be considered included in the unit cost of the thrie beam.

This work shall be paid for at the contract unit price per foot (meter) for TUBULAR THRIE BEAM, which price shall include realigning adjacent rail element plates and/or posts as specified by the Engineer.

WOOD TERMINAL POST

Work consists of furnishing all labor, materials, and equipment to replace the damaged wooden breakaway end post for a traffic barrier terminal. Work includes removing the damaged wood post from the steel tube and replacing it with new post. The wood post shall be in accordance with section 631 and as shown in the current applicable standard or in accordance with the manufacturer's specifications for the Type 1 Special terminals.

This work shall be paid for at the contract unit price each for WOOD TERMINAL POST regardless of the type of terminal.

CHAIN LINK FENCE

This work shall consist of removing and disposing of the damaged fence, post, and accessories, and installing new fence fabric and hardware to match the type of existing damaged fence in accordance with Standard 664001.

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

This work includes all labor and materials, excluding posts, to make the required repairs.

This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE 4' or 6' (1.2 M or 1.8 M).

CHAIN LINK FENCE POST

This work shall consist of installing new posts of the length required for 4' or 6' (1.2 or 1.8 meter) chain link fence in accordance with Standard 664001 and Section 664 of the Standard Specifications.

Work includes furnishing and supplying the concrete for Chain Link Fence post foundations. The concrete shall be made from one of the commercially available pre-mixed bags of concrete that meets or exceeds the requirements of ASTM C 387. The concrete shall be mixed, cured, and placed in accordance with the manufacturer's specifications. No concrete shall be placed when the ground is frozen. The engineer shall be supplied with the original bag label for the concrete.

This work shall be paid for at the contract unit price each for CHAIN LINK FENCE POST.

WOVEN WIRE FENCE

This work shall consist of removing and disposing of the damaged fence and posts and installing the complete fence, including line posts, in accordance with Standard 665001 and Section 665 of the Standard Specifications.

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

This work will be paid for at the contract unit price per foot (meter) for WOVEN WIRE FENCE 4' (1 METER).

PULL POST ARRANGEMENT

This work consists of the complete removal of the damaged pull post arrangement and its new replacement in accordance with Standard 665001 and Section 665, or Standard 664001 and Section 664 of the Standard Specifications.

Work includes furnishing and supplying the concrete for anchoring brace and pull posts. The concrete shall be made from one of the commercially available pre-mixed bags of concrete that meets or exceeds the requirements of ASTM C 387. The concrete shall be mixed, cured, and placed in accordance with the manufacturer's specifications. No concrete shall be placed when the ground is frozen. The Engineer shall be supplied with the original bag label for the concrete.

This work shall be paid for at the contract unit price each for PULL POST ARRANGEMENT.

CONCRETE FOR FENCE POST FOUNDATIONS

The requirements of Recurring Special Provision 25 for Quality Control/Quality Assurance of Concrete Mixtures shall not apply during the construction of fence post foundations when commercially available pre-mixed bags of concrete are allowed.

CONCRETE STRUCTURE REPAIR

This work consists of repairing concrete structures at locations determined by the Engineer.

Concrete removal equipment shall comply with the following:

- The concrete saw shall be capable of sawing concrete to a minimum depth of 1 1/2" (38 mm).
- Suitable power driven hand tools will be permitted with the approval of the engineer.
- Concrete adhering to reinforcement bars shall be removed with a wire brush or other means approved by the Engineer.

Class SI concrete in accordance with Section 503 shall be used.

Included in this work is the removal and satisfactory disposal of the damaged portions of the structure as directed.

Once the concrete has been poured, three days cure time will be required.

This work will be paid for at the contract unit price per cubic foot for CONCRETE STRUCTURE REPAIR.

TIMBER CURB AND HMA CURB REPAIR

This work consists of furnishing all labor, material, and equipment to repair installations of damaged erosion control curb. Work shall be in accordance with the plan detail.

The Contractor shall furnish commercially available treated lumber labeled for ground contact. The material shall arrive at the repair site with the product marking intact. The Engineer shall be supplied with the original invoice for the treated lumber.

The Engineer shall mark the exact location of the repair. Split or damaged boards shall be removed entirely. Loose or damaged shoulder material shall be removed. Damaged materials shall become the property of the Contractor and removed from the site.

HMA CURB REPAIR shall be in accordance with Section 408 of the Standard Specifications and shall be measured and paid for at the contract unit contract price per foot measured along the flow line. Prime Coat is not required. Temperature requirements are waived. Compaction shall be to the engineer's satisfaction.

TIMBER CURB shall be measured along the board in feet; splices in accordance with the detail will not be deducted, but shall also be measured. Also, included for payment with TIMBER CURB is all hardware to complete the installation.

Boards or splices split because of the contractor's negligence shall be removed and replaced at the Contractor's expense. Boards in good condition may be re-used with the approval of the Engineer.

REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL - RAIL ELEMENT PLATE

This pay item is to be used for replacing a damaged rail element on an otherwise undamaged Traffic Barrier Terminal Type 1 Special. The terminal may be either the Tangent or Flared type, and must meet the testing criteria of NCHRP Report 350, test level 3. This work may be considered emergency work and does not include replacing damaged posts. Repair shall only be made at locations designated by the engineer.

Work includes furnishing and replacing the existing rail element with a matching element of the same type and length that is being replaced. Field cutting and drilling shall not be allowed. After removal of the damaged element the terminal shall be reassembled with the new rail element(s) in accordance with the manufacturer's instructions.

This work shall be paid for at the contract unit price per foot for REPAIR TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL - RAIL ELEMENT PLATE.

WORK ZONE LANE CLOSURE REQUEST

The Contractor shall submit a lane closure request to the IDOT Operations Field Engineer/Technician prior to 12 noon the day before the closure will be implemented. If the department does not approve the request, the Contractor will not be allowed to implement the work zone. If the Contractor does not submit a request, a Traffic Control Deduction will be assessed per location.

All personnel, equipment and traffic control shall be removed from lanes during the Peak Hours and no additional compensation shall be allowed for meeting these requirements. Peak Hours will be determined and communicated to the contractor prior to the start of the contract.

The Contractor must notify Resident Engineer/Technician at the supplied email of the scheduling of work prior to start of work. The jobs should be listed in order of repair. A penalty of the loss of traffic control value for the project will be assessed if work is started prior to notification. If no traffic control is associated with the project, a penalty of \$1,000 will be assessed for each start of work prior to notification.

Conformance to these traffic control and scheduling procedures shall not be paid for as a separate item, but shall be considered included in the cost of the contract.

REPAIR IMPACT ATTENUATORS (FULLY REDIRECTIVE)

This work consists of furnishing all labor and equipment to repair damaged IMPACT ATTENUATORS (FULLY REDIRECTIVE) installations at locations designated by the engineer. The engineer shall be the sole judge in determining whether to repair or replace the installation. Repair shall be in accordance with the manufacturer's instruction manuals. Damaged parts shall become the property of the contractor and disposed of off the right of way.

This work will be paid for as REPAIR IMPACT ATTENUATORS (FULLY REDIRECTIVE) and includes all work as stated above.

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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 working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$

Where: TE = Duration of approved time extension in calendar days.

% = Percent maintenance for the traffic control, % (see table below).

CUP = Contract unit price for the traffic control pay item in place during the delay.

OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP 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: April 2, 2018

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 that 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 that 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 that, 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 that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that 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 required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, 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. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; 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.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that 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. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that 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 that 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 prime 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 subsection (c)(6) of 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 that the apparent successful 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 that it is otherwise eligible for award. If the Department determines that 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 shall include a statement of reasons for the 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 in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. 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 forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order 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 prime 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 submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (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, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that 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 DBE subcontracts to IDOT 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) That 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) That the DBE is aware that 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) That 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 prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime 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) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice 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 prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime 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 shall 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 thirty 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 that 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.

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

“701.11 Equipment Parking and Storage. During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer.”

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

“701.16 Lights. Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required
Daylight operations	None
First two warning signs on each approach to the work involving a nighttime lane closure and "ROUGH GROOVED SURFACE" (W8-I107) signs	Flashing mono-directional lights
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights
Channelizing devices for nighttime lane closures on two-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights
Devices in nighttime lane closure tapers	Steady burn mono-directional lights
Devices delineating a widening trench	None
Devices delineating patches at night on roadways with an ADT less than 25,000	None
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer.”

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours.”

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

“If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.”

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 2016

Revised: April 1, 2017

Revise the second paragraph of Article 701.20(h) of the Standard Specifications to read:

“For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar day for each sign as CHANGEABLE MESSAGE SIGN.”

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

“The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time.”

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

- “(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2017

Revise the third 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.”

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: August 1, 2017

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

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

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

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

Attachment

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

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

“This mobilization payment shall be made at least 14 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%”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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 Monday through Sunday 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.

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.