

11

September 22, 2017 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 62F44
Various Counties
Section 2017-030I
Various Routes
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



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. September 22, 2017 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. 62F44
Various Counties
Section 2017-030I
Various Routes
District 1 Construction Funds**

Repair and installation of fencing along various expressways and arterial highways north of IL-38 in various counties.

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, 2017

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 1-1-17)

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RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted 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 2017-030I, Various Counties, Contract No. 62F44 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes
Section 2017-030I
Various Counties
Contract No. 62F44

LOCATION OF IMPROVEMENT

This work is located on various State maintained arterial and expressway routes located North of and including Illinois Route 38 and at other district-wide locations as determined by the Department within the counties of Cook, DuPage, Kane, Lake, McHenry and Will.

DESCRIPTION OF IMPROVEMENT

The work to be completed under this contract consists of installing fence and gates at new locations and repairing existing damaged pedestrian barrier on a work order basis. This work consists of installing new fence and components and removing damaged chain link, and woven wire fence and components, and replacing all removed fence and components with new material furnished by the Contractor. The intent of this contract is to provide prompt installation of new fence and repair of damaged fence. The locations for the installation of new fence and the locations of damaged fence to be repaired shall be determined by the Engineer.

COMPLETION DATE

The Contractor shall schedule his/her operations in order to complete all work orders issued from March 1, 2018 to June 31, 2019, including all clean-up work and open all roadways to traffic on or before July 31, 2019.

The provisions of Article 108.09 of the Standard Specifications shall apply for this contract's completion date.

TRAFFIC CONTROL DEFICIENCY DEDUCTION FOR PEDESTRIAN BARRIER AND GUARDRAIL REPAIR

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Engineer is notified or determines a deficiency exists, the Engineer shall be the sole judge as to whether the deficiency is an immediate safety hazard. When workers are present, the Contractor shall make needed corrections of deficiencies that constitute an immediate safety hazard within 15 minutes of notification. At all other times, the Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Resident Engineer's acceptance of the corrections. For this project, the daily deduction will be * per day per deficiency. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

*The cost of the daily deduction will be calculated by dividing three percent of the awarded contract price by the number of calendar days anticipated for this project. The number of days anticipated for this project is 128. This procedure is to be followed regardless of whether the contract is based upon working days, contains a completion date, or has an incentive/disincentive clause.

NOTIFICATION OF STATE ELECTRICAL MAINTENANCE CONTRACTOR

The Contractor prior to the commencement of his work shall notify the State Electrical Maintenance Contractor of his intent to perform this work. Upon request from the Contractor, the State Electrical Maintenance Contractor will locate any State-buried cable, conduit or other electrical facility which may interfere with the Contractor's operations, without charge to him.

Should any damage occur to any State electrical facility through the Contractor's operations, the Contractor shall report the known or suspected damage to the State Maintenance Contractor and the Engineer. If repairs are needed, the Engineer will authorize the Electrical Maintenance Contractor to effect repairs. All repairs or replacement of damaged equipment shall conform to the requirements of the original installation.

The Electrical Maintenance Contractor shall invoice the Contractor directly for the cost of the repair. A copy of this invoice shall be forwarded to the Engineer. Final payment of the contract shall not be processed until a release from the Electrical Maintenance Contractor is furnished to the Engineer.

No extra compensation shall be allowed the Contractor for compliance with these requirements or for any expense incurred to effect repairs to damaged electrical facilities.

PROTECTION FOR DAMAGED LOCATIONS

The contractor shall be required to install and maintain temporary fencing at high priority locations that have not been repaired within (72) hours after the time of the issuance of the work order, and at priority locations that have not been repaired within (7) calendar days after the date of the issuance of the work order.

The Department will initially have temporary fencing installed at high priority and priority locations. The contractor will have the option to assume the cost of the rented temporary fencing after (72) hours for high priority locations and after (7) calendar days for priority locations referred to above or have the temporary fencing replaced with others. If the contractor fails to exercise either of the above options, he/she shall be liable to the Department in the amount of \$5.00 per hour for high priority locations and \$35.00 per day for priority locations, not as a penalty but as liquidated damages.

FENCE REPAIR

Effective June 1, 2012

PROSECUTION OF THE WORK

The Engineer will issue a work order to the Contractor prior to the Contractor proceeding with any work on this contract.

INTERPRETATION OF QUANTITIES AND PAYMENT

The quantities in the Summary of Quantities are approximate and include items necessary to repair existing damaged fence and an estimate of items necessary to repair damage that may occur during the Term of Contract.

The quantities in the Summary of Quantities may be increased, decreased or deleted. Adjustments in contract unit prices will not be made due to an increase, decrease or deletion of items.

Payment for the work under this contract shall be made in accordance with the schedule of prices in the contract and as herein after described. Prices shall include all labor, materials and equipment necessary to complete the work satisfactorily. Before any payment for work is authorized, for a given work order, all repairs must be completed satisfactorily and the fence installation must be functional as intended.

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

WORK ORDER

No work, except for priority work, is to be performed by the Contractor without the issuance of a work order authorizing the work. Work orders may be issued for this contract from January 1 to April 30 of the Term of Contract. A work order will show the class of work, date issued to the Contractor, work order 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, it is found that additional work is needed, prior approval must be obtained from the Engineer before work is done.

Any additional work done by the Contractor, without prior approval of the Engineer, will not be paid. A sample work order is included in the special provisions.

The Contractor shall contact the Engineer by telephone **no later than 6:30 AM each work day** to coordinate and obtain approval for daily work and submit a list of completed work from the prior work day. The Contractor shall **not revise the sequence of daily planned work without the Engineer's approval**. The Contractor shall contact the Engineer (on a Monday through Friday), **and at least 24 hours in advance of Saturday, Sunday or holiday work**.

All work orders except priority work shall be issued by the Engineer to the Contractor at the Engineer's field office or at a location as approved by the Engineer.

There is no guaranteed minimum or maximum amount work order issuance for this unpredictable repair work.

The contractor, **assigning only personnel qualified in traffic control and materials**, at least **24 hours in advance**, **must** physically inspect, in detail, all work sites as specified in the work order to determine the correct traffic control and protection obligations along with necessary new material requirements before proceeding with the work. The contractor **must mark a post at each end** of the repair area along with **placing a ribbon at each end** of the repair area. The contractor's markings and ribbon shall be a different color than the markings placed by the Department of Transportation. In advance of any repair the contractor's supervisory personnel shall be knowledgeable of and fully able to direct their work force to **all** work order locations.

After the work is completed, the Contractor shall initial and record the completion date on the work order, the work order again will be signed and dated by the Engineer when the work has been inspected and accepted. The Contractor will be given one copy of the work order for his/her records.

High Priority and Priority work will be initiated by a verbal order from the Engineer. This verbal order will always be confirmed by a written work order.

Regular work will be initiated by a written work order from the Engineer.

Winter work will be initiated by a written work order from the Engineer.

CLASS OF WORK

1. High Priority Work.

High Priority work is defined as work that is required to correct a condition which the Department deems an immediate hazard to the public as designated by the Engineer to be of such severity that life and/or property are potentially endangered, or is a pressing operational need to the Department and first high priority corrective action is required.

The contractor shall be available to respond to calls for service at **ALL TIMES, including Saturdays, Sundays and Holidays**. The Department requests the work be **completed in 72 hours**.

The location of guardrail and appurtenances to be repaired as high priority work shall be determined by the Engineer and may be required at any time between the starting date and the completion date.

2. Priority Work.

Priority work is defined as work that is required to correct a condition which is a hazard to the public, designated by the Engineer to be a pressing operational need to the Department and priority corrective action is required.

The location of guardrail and appurtenances to be repaired as priority work shall be determined by the Engineer and may be required at any time between the starting date and the completion date.

3. Regular Work.

Regular Work is defined as work that involves those situations where the amount or nature of damage does not pose an immediate hazard to the public. Work of this type shall generally be grouped by locations for efficiency of repair.

4. Winter Work.

Winter work is defined as regular work issued between the dates of December 1 and February 28, inclusive.

Winter work shall require the Contractor to remove snow and ice at the repair site prior to repair. Additional equipment may also be required to repair the damaged location due to frozen ground. This work will not be paid for separately but shall be considered part of the repair work and no additional compensation will be provided.

COMPLETION TIME FOR WORK ORDERS

The Contractor shall schedule his/her operations in order to complete a high Priority Work Order within (72) hours from time of issued.

The Contractor shall schedule his/her operations in order to complete a Priority Work Order within seven (7) calendar days after the date issued.

The Contractor shall schedule his/her operations in order to complete a Regular Work Order within twenty-one (21) calendar days after the date issued.

The Contractor shall schedule his/her operations in order to complete a Winter Work Order within twenty-eight (28) calendar days after the date issued.

The Contractor will be expected to provide the necessary manpower and equipment to satisfactorily complete all work orders for all class of work orders on time.

FAILURE TO COMPLETE OR REPAIR – LIQUIDATED DAMAGES

Time is of the essence in the completion of each work order issued by the Department. Failure to make timely repairs will endanger the public safety, cause public inconvenience, and subject the Department to public criticism. All work shall be completed within the completion time designated for each work order. The contractor understands and agrees that performance will be expected in varying amounts and at various locations designated in the contract in accordance with the work orders issued by the Resident.

Should the contractor fail to complete the work order within the completion time stipulated, the contractor shall be liable and shall pay to the Department, not as a penalty but as liquidated damages, as specified in the following amounts:

WORK ORDER CLASS	LIQUIDATED DAMAGE AMOUNTS
High Priority	\$15 Per Hour
Priority	\$100 Per Calendar Day
Regular Work	\$25 Per Calendar Day
Winter Work	\$25 Per Calendar Day

The Department will deduct these liquidated damages from the monies due or to become due to the Contractor from the Department.

A calendar day is every day and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

The provisions of Article 108.09 of the Standard Specifications shall apply to contract completions date.

CALENDAR DAYS.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four (24) hours later.

A calendar day will be charged for every day shown on the calendar except as follows:

- a) When the temperature or wind chill factor, as officially reported by the United States Weather Bureau at Chicago O'Hare Field, reaches zero degrees Fahrenheit or below during any portion of that day.
- b) When weather conditions, emergency conditions and/or unforeseen highway operational reasons prevent shoulder or lane closures required for the work.
- c) When the Contractor requests and is denied approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer for lane, ramp and shoulder closures required for the work on Freeways and/or Expressways in District One.
- d) During any legal holiday period as defined in Article 107.09.

The Contractor shall petition the Engineer in writing within 48 hours for each non-chargeable calendar day request. Failure to petition in time shall be just cause to deny the petition. Approval of non-chargeable calendar day requests shall be by the sole determination of the Engineer.

SPRAY PAINT AND FLAGGING RIBBON

The Contractor shall furnish the necessary spray paint, paint sticks and flagging ribbon required for the marking of components for removal. The paint and ribbon shall be iridescent red, iridescent blue, or a color as specified by the Engineer. The furnishing of spray paint, paint sticks and flagging ribbon will not be paid for separately and the cost will be considered included in the items of work in the contract and no additional compensation will be allowed.

CLEARING

The Contractor is hereby informed and shall understand that at some locations of repairs built up earth and/or debris, water, ice, snow, shrubs, brush, branches, tree limbs, weeds and other vegetation may be encountered that must be removed in order to make the necessary repairs. The clearing of these obstructions as well as any equipment and labor required to deal with existing water regardless of depth shall be considered included as part of the contract and no additional compensation provided. All work shall be done in a neat and workmanlike manner and to the satisfaction of the Engineer.

FIELD OFFICE AND FIELD LABORATORY

Engineer's field office and field laboratory will not be required for this improvement.

This work will not be paid for separately but shall be considered included as part of the contract with no additional compensation provided.

SEEDING

Damage to turf areas shall be repaired as specified for Seeding, Class 2A in the applicable portions of Section 250 with the following requirements:

Damage occurring after October 1st shall be repaired between April 1st and April 30th of the following year.

This work will not be paid for separately but shall be considered included as part of the contract with no additional compensation provided.

REMOVAL OR REPAIR OF FENCE

No fence shall be removed from State right-of-way under this contract unless each section to be removed is clearly marked for removal. A representative of the Department of Transportation will paint an "X" on the section of fence to be removed and will indicate the limits of each section of fence to be removed by painting a vertical line at each end. The type and quantity of each piece so marked will be listed on a work order. This work order, when presented to the Contractor by a State Representative, will be authorization for the removal or repair of the fence.

Material removed from State right-of-way will be disposed of by the Contractor outside the right-of-way limits at locations provided by him. None of this material shall be reused on this project. The removal, transportation and storage of material removed from State right-of-way under this contract will not be paid for separately, but the cost thereof shall be included in the contract unit price for the replacement items.

The removal of snow fence which has been installed in damaged fence areas as a temporary protective measure shall be removed, rolled and left at the work site for pick-up by Maintenance forces. The removal and handling of snow fence under this contract will not be paid for separately, but the cost thereof shall be included in the contract unit price for replacement items.

New material shall conform to the dimensions and shapes of the material to be replaced except as noted, and shall meet the requirements as specified under each item in these Special Provisions and in the plans. Damaged fence that has been removed shall be totally and completely replaced on the same day that is has been removed.

ALL posts shall be installed in the **same exact spot** and care taken **not** to create new additional hole in any other area of repair without approval and direction from the Engineer.

Any ground or bituminous material adjacent to the concrete footing, which is removed or disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the Engineer after the fence has been re-erected. This restoration will not be paid for separately but shall be considered included in this item of work.

After the work is completed, the Contractor **must mark a post at each end of the repair area and any new posts** using a paint stick with the work order number and date of repair.

CONCRETE FOOTINGS

Recurring Special Provisions Check Sheet #25 requires Quality Control/Quality Assurance of Portland Cement Concrete Mixtures. Area Batch Plants usually require a one yard or more minimum order for delivery. The majority of repair Work Order locations for this contract will require less than a yard of concrete to complete repairs. When a Work Order Repair site requires **LESS** than a **yard** of Portland Cement Mix to complete the repair the contractor will be allowed to use a **HIGH EARLY STRENGTH** Concrete Bag Mix. The **required HIGH EARLY STRENGTH** Concrete Bag Mix shall have a **Compressive strength of 2500 psi at 3 days and 3500 psi at 14 days with a slump range of 2"-3"**. When a Work Order Repair site requires a **yard or more** of Portland Cement Mix to complete the repair the contractor shall provide Portland Cement Mix as per Recurring Special Provisions Check Sheet #25 Quality Control/Quality Assurance of Portland Cement Concrete Mixtures requirements.

WOVEN WIRE FENCE 4 FT

This work shall consist of removing and disposing of the damaged 4 ft fence and posts and installing the complete fence, including line posts, in accordance with Standard 665001 and Section 665 to match the type existing. Tying or fastening existing fabric to new posts and splicing the undamaged fabric or posts shall be considered incidental. Stretcher bars and fabric ties shall be considered included in this item.

Basis of Payment: This item will be paid for at the contract unit price per foot for WOVEN WIRE FENCE, 4'.

CHAIN LINK FABRIC, TYPE 1, 4 FT

Fabric and accessories such as tension wire, stretcher bars and fabric ties shall conform to the requirements of Standard 664001 and Section 664.

The fabric is to be fastened to the posts and to the top and bottom tension wire shown on Standard 664001. Tying or fastening existing fabric to new posts and splicing to undamaged fabric shall be considered included as part of the contract unit cost of new posts. Stretcher bars and fabric ties, and tension wire, top and bottom, terminal to terminal, shall also be considered included as part of the fabric and no additional compensation provided.

Basis of Payment: This item shall be paid for at the contract unit price per foot of new CHAIN LINK FABRIC, TYPE 1, 4'-0".

CHAIN LINK FABRIC, TYPE 3, SPECIAL

This work includes chain link fabric used as replacement for damaged fence less than 4 ft in height.

Fabric shall conform to the requirements of Standards 664001 and Section 664.

The fabric is to be fastened to the posts with fabric bands spaced approximately 14 inches apart, and to the top and bottom tension wires with ties spaced approximately 24 inches apart. Stretcher bars and fabric ties shall also be considered included as part of the fabric and no additional compensation provided.

Basis of Payment: This item shall be paid for at the contract unit price per foot of CHAIN LINK FABRIC, TYPE 3, SPECIAL, for new fabric installed.

CHAIN LINK FENCE 8 FT

This work shall consist of installing new 8 ft. Chain Link Fabric, Terminal Posts and Line Posts at locations where no existing chain link fabric and posts currently exists. All material and accessories shall conform to the requirements of Standard 664001 and Section 664. Also included in this work is all removal of debris including clearing of shrubs, brush, branches, weeds and any other vegetation encountered.

The fabric is to be fastened to the posts and to the top and bottom tension wire shown on Standard 664001. Galvanized posts are to be set at a distance of 10 ft center to center. All posts shall be set in Portland Cement on concrete footings and the new footings shall be according to Standard 664001. The posts shall be plumb except on curves where they shall be set at a uniform distance from the edge.

Basis of Payment: This item shall be paid for at the contract unit price per foot for CHAIN LINK FENCE 8'.

CHAIN LINK FABRIC SPECIAL

Chain link fabric used as replacement for damaged fence 5 ft, 6 ft, 7 ft and 8 ft in height shall be the same as the material described under Section 664. Installation shall conform to all other details relating to erection as delineated on Standard 664001. Stretcher bars, fabric ties and tension wire, top and bottom, terminal to terminal, shall be considered included as part of the fabric and no additional compensation provided.

Basis of Payment: This item shall be paid for at the contract unit price per foot of CHAIN LINK FABRIC SPECIAL, of the height specified.

STRETCHING CHAIN LINK FABRIC

The Contractor is hereby informed, and shall understand, that existing fabric that may have become loose or disconnected adjacent to newly installed fabric shall also be stretched to remove all slack to the satisfaction of the Engineer.

After stretching, the fabric shall be attached to the tension wire and posts in accord with the applicable portions of Article 664.08, Standard 664001 and as directed by the Engineer in charge. Additional fabric ties necessary to re-attach the fabric shall be provided by the Contractor.

This work will not be measured for payment and will be considered included as part of the chain link fence pay items.

CHAIN LINK FENCE REMOVAL

Description.

This work consists of the removal and satisfactory disposal of existing chain link fence at the locations shown on the plans or as directed by the Engineer.

General.

The chain link fences to be removed are approximately 4 ft and 6 ft in height with the posts set in concrete. Removal shall include posts, fence fabric, fittings, appurtenances, attachments and concrete foundation. Any holes created by removal of the foundation shall be filled with clean earth to eliminate any hazard to the public.

Method of Measurement.

This work will be measured for payment in feet along the top of the fence from end to end of the fence removed

Basis of Payment.

This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL, which price shall include all equipment, labor, and materials required to remove and dispose of existing chain link fence and restore the site as herein specified.

LINE POST TYPE 1, 4 FT

Galvanized posts shall conform to the requirements of Standard 664001. Posts utilized in the repair work shall be the same type shape as posts adjacent to the repair area unless otherwise directed by the Engineer. No used materials will be permitted.

Posts are to be set at a distance of 10 ft center to center and in the same location as the original line. All posts shall be set in portland cement concrete footings and the new footings shall be capped according to Standard 664001. The posts shall be plumb with front faces in a straight line, except on curves where they shall be set at a uniform distance from the edge of pavement. Any and all existing concrete footings, including those left behind from previous (including, but not limited to previous repair contracts) repairs, at the limits of the repair shall be removed in total and the holes shall be filled in full with topsoil.

ALL posts shall be installed in the **same exact spot** and care taken **not** to create new additional hole in any other area of repair without approval and direction from the Engineer.

Basis of Payment: This item will be paid for at the contract unit price each for LINE POST, TYPE 1

TERMINAL POST, TYPE 1, 4 FT

Galvanized posts shall conform to the requirements of Standard 664001. Posts utilized in the repair work shall be the same type shape as posts adjacent to the repair area unless otherwise directed by the Engineer. No used materials will be permitted.

Construction and materials will conform to details and tables where applicable as shown on Standard 664001 and will include all required appendages such as braces, truss rods, nuts, bolts, etc., as shown on Standard 664001. All posts shall be set in portland cement concrete footings and the new footings shall be capped according to Standard 664001. Any and all existing concrete footings, including those left from previous repairs, at the locations where damaged posts are to be removed, shall be removed in total.

ALL posts shall be installed in the **same exact spot** and care taken **not** to create new additional hole in any other area of repair without approval and direction from the Engineer.

Basis of Payment: This item will be paid for at the contract unit price each for TERMINAL POST TYPE 1

LINE POST, TYPE 3 SPECIAL AND TERMINAL POST, TYPE 3 SPECIAL

Line or terminal posts attached to any type of structure (fastened to retaining wall, end, corner or gate) shall conform to the requirements of Standard 664001. Height and shape of new posts shall match existing damaged material unless otherwise directed by the Engineer.

Posts, accessories, construction and materials shall be according to Article 1006.27 and Standard 664001. Posts are to be installed according to the existing installation or as otherwise directed by the Engineer and as shown on Standard 10-SS-514. All posts shall have new base plates where base plate is required or currently exists. Base plates must be galvanized after fabrication and shall have the same dimensions as shown in Standard 10-SS-514. Work will include all required appendages such as braces, truss rods, nuts, bolts, washers, welding and tension wire,

ALL posts shall be installed in the **same exact spot** and care taken **not** to create new additional hole in any other area of repair without approval and direction from the Engineer.

Basis of Payment: This item will be paid for at the contract unit price each for LINE POSTS, TYPE 3 SPECIAL or TERMINAL POST, TYPE 3 SPECIAL.

POST, SPECIAL

(Line, terminal, end, corner and gate) Posts, Special shall conform to the requirements of Standard 664001. Galvanized posts shall conform to the requirements of Standard 664001. Posts utilized in the repair work shall be the same type shape as posts adjacent to the repair area unless otherwise directed by the Engineer. No used materials will be permitted. Posts, Special are used in chain link fence over 4 ft, above ground, in height.

Construction and materials will conform to details and tables where applicable as shown on Standard 664001 and will include all required appendages such as braces, truss rods, nuts, bolts, etc., as shown on Standard 664001. All posts shall be set in portland cement concrete footings and the new footings shall be capped in accordance with Standard 664001. Any and all existing concrete footings, including those left from previous repairs, at the locations where damaged posts are to be removed, shall be removed in total.

ALL posts shall be installed in the **same exact spot** and care taken **not** to create new additional hole in any other area of repair without approval and direction from the Engineer.

Basis of Payment: This item will be paid for at the contract unit price each for POST, SPECIAL, regardless of height of post involved.

POST REMOVAL AND REPLACEMENT

This work consists of the removal of existing fence posts by drilling or coring and driving and grouting a new fence post (line, terminal, end, corner and gate) according to the applicable portions of Sections 584, 664 and 1025 and the details shown in the plans. Post Removal and Replacement is used to repair posts without changing post location. Posts shall be installed in the same exact spot and care taken not to create/new additional holes in any other area of the repair.

Construction and materials will conform with details and tables where applicable as shown on Standard 664001 and will include replacement of any damaged appendages such as braces, truss rods, nuts, bolts, etc., as shown on Standard 664001 and reattachment of the existing fence.

Galvanized posts shall conform to the requirements of Standard 664001. Posts utilized in the repair work shall be the same type shape as posts adjacent to the repair area unless otherwise directed by the Engineer. No used materials will be permitted.

ALL posts shall be installed in the **same exact spot** and care taken **not** to create new additional hole in any other area of repair without approval and direction from the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per each for POST REMOVAL AND REPLACEMENT.

PULL POST ARRANGEMENT

This work shall consist of installing new pull posts, corner posts, end posts, or gate posts, set in concrete for woven wire fences and shall be in accordance with Section 665 and Standard 665001.

Construction and materials will conform to details and tables where applicable as shown on Standard 665001 and will include all required appendages such as braces, truss rods, nuts, bolts, etc., as shown on Standard 665001. All posts shall be set in portland cement concrete footings in accordance with the plans for Pedestrian Barrier, Type 1. Any and all existing concrete footings, including those left from previous repairs, at the locations where damaged posts are to be removed, shall be removed in total.

Basis of Payment: This item will be paid for at the contract unit price per each for PULL POST ARRANGEMENT, regardless of height of post involved.

STRAIGHTENING POSTS AND GATE FRAMING

A bent post or gate frame shall be straightened rather than replaced if, when straightened, it maintains its functional strength and has nearly the same appearance as when originally installed. The Engineer shall be the sole judge as to whether a post or gate shall be straightened or replaced.

This item will not be measured for payment and shall be considered included as part of the contract with no additional compensation provided.

The gate shall also be adjusted as needed to open and close as originally installed.

TOPS

All round posts will be fitted with dome type tops to conform to existing installation. These tops are hot dipped processed zinc coated. The base of the top to carry an apron around the outside of the post. This Special Provision does not apply to locations utilizing "H", "C" and "I" section posts.

New tops shall be provided for all new installations of Line Post Type 1, Line Post Type 3, Terminal Post Type 1, Post Special and End Post Type 3. Tops shall also be provided for any existing posts to remain that have missing or damaged tops within the marked section of repair. Existing undamaged tops may be utilized in the repair work.

New tops or existing undamaged tops will not be measured for payment and this work shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

CROSS BRACINGS

All Terminal Posts Types and Line Post Types requiring Cross Bracing will be fitted with new Cross Bracing conforming to existing installations. Cross Bracings shall also be provided for any existing posts to remain that have missing Cross Braces within the marked section of repair. Existing undamaged Cross Bracing may be utilized in the repair as per the approval of the Department's Engineer.

New Cross Bracing or existing undamaged Cross Bracing will not be measured for payment and this work shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

SECURITY FENCE TIES

At locations where the fence to be repaired is designated "Security Fence" by the engineer, all fabric ties shall be made of No. 8 gauge galvanized steel. **Fasten the fabric to the posts securely with No. 8 gauge – Ties spaced 6 inches apart along each post each side of fabric sections.** This work shall not be paid for separately but shall be included with the pay items involved.

TENSION WIRES

This work consists of furnishing and installing new tension wire, terminal to terminal, top and bottom, at repair locations where top or bottom rail is non-existent, and where existing damaged tension wire is repaired by splicing or removing and replacing with new tension wire as specified by the Engineer. If area of repair has no existing tension wire, top and bottom, new tension wire shall be installed top and bottom terminal to terminal. This work also includes splicing, tightening and tying existing tension wire outside of the repair area as required to stretch the new tension wire to the satisfaction of the Engineer.

Tension wire, turnbuckles, fabric ties and accessories shall be according to the requirements as specified in Art. 1006.27 and Highway Standard 664001.

Tension wire will not be paid for as a separate item, but the cost shall be considered as included in the contract unit price for the chain link fence items involved, and no additional compensation will be allowed.

FENCE RAIL REMOVAL

This work shall consist of removing all existing damaged or undamaged top and/or bottom rail and installing **new** tension wire **along both the top and bottom, terminal to terminal** or as specified by the Engineer.

At locations of damaged "chain link fence" anchored in concrete footings, both the damaged rail and the undamaged rail shall be removed in each direction, away from the damaged area to the nearest terminal post. In the event the spacing of existing terminal posts exceed 660 lineal feet, the Engineer in charge shall specify the length of rail to be removed.

If deemed necessary and as specified by the Engineer, existing undamaged line posts shall be removed and replaced with terminal posts. Terminal posts shall be paid for as described elsewhere in these Special Provisions and the contract unit price shall include disconnecting the existing chain link fabric from the existing line post, the removal of the existing line post, the furnishing and installation of the new terminal post and the connecting of the existing chain link fabric to the new terminal post.

At locations of damaged "Pedestrian Barrier Type 3", mounted on concrete retaining walls, the damaged top and bottom rail shall be removed and replaced with tension wire within the limits as specified by the Engineer.

Tension wire to be used shall be in accordance with the requirements as specified in Article 1006.27 and Standard 664001.

Furnishing and installing turnbuckles (eye to eye type), fabric ties and accessories shall be as specified in the plans and in accordance with Standard 664001 and shall be considered incidental with no additional compensation provided.

Method of Measurement: Fence Rail Removal shall be measured for payment in linear feet, but only when damaged or undamaged top and/or bottom rail is removed in each direction away from the damaged area to the nearest terminal post or as otherwise directed by the Engineer.

The length of Fence Rail Removal paid for shall include the overall existing installed length measured along the top of the fence from center to center of posts. Bottom and top tension wire shall be considered incidental and shall be installed terminal to terminal except at locations of existing bottom rail removal. At locations of existing bottom rail to be removed the length of Fence Rail Removal paid for shall include the overall installed length measured along the bottom of the fence from center to center of posts.

Basis of Payment: Fence Rail Removal shall be paid for at the contract unit price per foot of FENCE RAIL REMOVAL.

CHAIN LINK GATES SPECIAL

This work shall consist of removing and disposing of existing damaged gates and/or existing fabric damaged or non-damaged and installing the complete new gate(s), including but not limited to posts, footings, hinges, truss rods, frames, braces, gate stops, and plunger rod and latch with provision for pad locking. No used materials will be permitted. All old footing shall be completely removed.

Chain link gates installation will be of single or double arrangement. Dimensions of chain link gates will be as specified on the work order. Installation shall conform to all other details relating to erection as delineated on Standard 664001.

Basis of Payment: This item shall be paid for at the contract unit price per square foot of CHAIN LINK GATES SPECIAL. No additional compensation will be made to match existing conditions of adjacent fence.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO EXISTING STRUCTURES

Extreme care shall be exercised when driving posts since there are drainage structures, storm sewers, sign foundations, culverts, electrical and surveillance conduit, and other existing objects within the immediate work limits of this project. Operations are to be conducted in a manner which will minimize damage to the surrounding area.

The Contractor shall be held responsible for any damage to existing structures resulting from his operations. The Contractor shall, at his own expense, restore the damaged structures to a condition equal to that existing before such damaged was done by repairing, rebuilding or replacing it as directed by the Engineer. Where, in the opinion of the Engineer, the Contractor through his operations has excessively damaged the surrounding area, the Contractor shall restore the surrounding area to a condition meeting the satisfaction of the Engineer at his own expense.

No extra compensation will be allowed the Contractor for compliance with this requirement.

THE CONTRACTOR'S LIABILITY

The trees, shrubs and seeded areas on or adjacent to the work should be protected from unnecessary damage by the Contractor's operations in a manner satisfactory to the Engineer. The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in the execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials. Such responsibilities shall not be released until the work has been completed and accepted according to the requirements of these Special Provisions.

Damage to any property, public or private, shall be repaired by the Contractor to a condition equivalent to its original condition at no cost to the Department.

FINAL CLEAN-UP

All final cleaning up shall conform to the requirements set forth in Article 104.06. This will be required at each location where repairs have been completed

SAMPLE WORK ORDER



**Illinois Department
 of Transportation**

Pedestrian Barrier Wall Repair Work Order No.

Date: _____ Prepared By: _____ Contract: _____

<input type="checkbox"/> Cook	<input type="checkbox"/> DuPage	<input type="checkbox"/> Kane
<input type="checkbox"/> Lake	<input type="checkbox"/> McHenry	<input type="checkbox"/> Will

<input type="checkbox"/> North	Team Section Name
<input type="checkbox"/> South	

Marked Route: _____ Municipality: _____

Location:					
Item	Unit	Quantity	Item	Unit	Quantity
Chain Link Fabric Type 1, 4	Ft.	_____	Terminal Post Type 1	Ea.	_____
Chain Link Fabric Type 3, Special	Ft.	_____	Cross Bracing Post, Special	Ea.	_____
Chain Link Fabric Special, 5	Ft.	_____	Post Sleeve Repair	Ea.	_____
Chain Link Fabric Special, 8	Ft.	_____	Tops	Ea.	_____
Chain Link Fabric Special, 8	Ft.	_____	Chain Link Fence Removal	Ft.	_____
Fence Rail Removal	Ft.	_____	Straightening Post	Ea.	_____
			End Post Type 3	Ea.	_____
			Line Post Type 1	Ea.	_____
			Line Post Type 3	Ea.	_____
			Woven Wire Fence 4	Ft.	_____
			Pull Post Arrangement	Ea.	_____

Note: The contractor shall inspect, in detail, the site of work to determine the required traffic control and protection before proceeding with the work.

Special Instructions: _____

Authorization of Work	
Resident Signature	
Date Work Order Issued	Contractor Initials

Certification of Completed Work	
Contractor Signature	
Date Work Order Completed	

Distribution	
White – Contractor	
Canary – Resident	
Pink – Resident	
Gold - Inspector	

Inspection and Acceptance of Completed Work	
Inspector Signature	
Date Work Order Inspected and Accepted	
This is to certify that the work order has been completed	

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701001, 701006, 701101, 701106, 701301, 701311, 701336, 701400, 701401, 701411, 701421, 701422, 701427, 701501, 701601, 701606, 701701, 701801 & 701901.

DETAILS: Entrance Ramp and Closure Details (TC-08)
Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)
Traffic Control for Shoulder Closures and Partial Ramp Closures (TC-17)

SPECIAL PROVISIONS: Public Convenience and Safety (Dist 1)
Nighttime Work Zone Lighting (District One)
Work Zone Traffic Control (D-1 Maintenance)
Traffic Control Deficiency Deduction for Pedestrian Barrier and Guardrail Repair
Keeping Expressway Open to Traffic
Failure to Open Expressways Lanes to Traffic
Traffic Control and Protection (Expressways)(Maintenance)
Keeping Arterial Roadways Open to Traffic (Lane Closures Only)

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

NIGHTTIME WORK ZONE LIGHTING (DISTRICT ONE)

Effective: November 1, 2008

Revised: June 15, 2010

Description. This work shall consist of furnishing, installing, maintaining, moving, and removing lighting for nighttime work zones. Nighttime shall be defined as occurring shortly before sunset until after sunrise.

Materials. The lighting shall consist of mobile and/or stationary lighting systems as required herein for the specific type of construction. Mobile lighting systems shall consist of luminaires attached to construction equipment or moveable carts. Stationary lighting systems shall consist of roadway luminaires mounted on temporary poles or trailer mounted light towers at fixed locations. Some lighting systems, such as balloon lights, may be adapted to both mobile and stationary applications.

Equipment. The Contractor shall furnish an illuminance meter for use by the Engineer. The meter shall have a digital display calibrated to NIST standards, shall be cosine and color corrected, and shall have an accuracy of \pm five percent. The sensor shall have a level indicator to ensure measurements are taken in a horizontal plane.

CONSTRUCTION REQUIREMENTS

General. At the preconstruction conference, the Contractor shall submit the type(s) of lighting system to be used and the locations of all devices.

Before nighttime construction may begin, the lighting system shall be demonstrated as being operational.

Nighttime Flagging. The requirements for nighttime flagging shall be according to Article 701.13 of the Standard Specifications and the glare control requirements contained herein.

Lighting System Design. The lighting system shall be designed to meet the following.

- (a) **Lighting Levels.** The lighting system shall provide a minimum of 5 foot candles (54 lux) throughout the work area. For mobile operations, the work area shall be defined as 25 ft (9 m) in front of and behind moving equipment. For stationary operations, the work area shall be defined as the entire area where work is being performed.

Lighting levels will be measured with an illuminance meter. Readings will be taken in a horizontal plane 3 ft (1 m) above the pavement or ground surface.

- (b) **Glare Control.** The lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, or inspection personnel. Lighting systems with flood, spot, or stadium type luminaires shall be aimed downward at the work and rotated outward no greater than 30 degrees from nadir (straight down). Balloon lights shall be positioned at least 12 ft (3.6 m) above the roadway.

As a large component of glare, the headlights of construction vehicles and equipment shall not be operated within the work zone except as allowed for specific construction operations. Headlights shall never be used when facing oncoming traffic.

- (c) **Light Trespass.** The lighting system shall be designed to effectively light the work area without spilling over to adjoining property. When, in the opinion of the Engineer, the lighting is disturbing adjoining property, the Contractor shall modify the lighting arrangement or add hardware to shield the light trespass.

Construction Operations. The lighting design required above shall be provided at any location where construction equipment is operating or workers are present on foot. When multiple operations are being carried on simultaneously, lighting shall be provided at each separate work area.

The lighting requirements for specific construction operations shall be as follows.

- (a) **Installation or Removal of Work Zone Traffic Control.** The required lighting level shall be provided at each truck and piece of equipment used during the installation or removal of work zone traffic control. Headlights may be operated in the work zone.
- (b) **Guardrail, Fence and High Tension Cable Barrier Median Repair.** The required lighting level shall be provided by mounting a minimum of one balloon light to each piece of mobile construction equipment used in the work zone. This would include all machines but not include trucks used to transport materials and personnel or other vehicles that are continuously moving in and out of the work zone. The headlights of construction equipment shall not be operated within the work zone.

- (c) Pavement Marking and Raised Reflective Pavement Marker Removal/Installation. The striping truck and the attenuator/arrow board trucks may be operated by headlights alone; however, additional lighting may be necessary for the operator of the striping truck to perform the work.

For raised reflective pavement marker removal and installation and other pavement marking operations where workers are on foot, the required lighting level shall be provided at each truck and piece of equipment.

- (d) Sweeping. The required lighting level shall be mounted on the sweeping train vehicles during the sweeping operations. Headlights may be operated in the work zone.

- (e) Layout, Testing, and Inspection. The required lighting level shall be provided for each active area of construction layout, material testing, and inspection. The work area shall be defined as 15 ft (7.6 m) in front and back of the individual(s) performing the tasks.

Nighttime Work Zone Lighting will not be paid for as a separate item, but the cost shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)

Effective: May 30, 2006

Revised: June 15, 2010

Revise Article 701.19 Method of Measurement to read:

"Traffic Control and Protection will not be measured for payment."

Revise Article 701.20 Basis of Payment to read:

"(a) Traffic Control and Protection will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved, and no additional compensation will be allowed.

(b) Work or revisions in the phasing of construction or maintenance operations may require traffic control to be installed in accordance with a Standard other than those included in the plans. In such cases, the Standards will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for traffic control required by these added Standards will be according to Article 109.04. Revisions or modifications to increase the traffic control protection shown in the contract shall be submitted by the Contractor for approval by the Engineer. A reduction of the traffic control shown in the contract will not be allowed."

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC (REVISED)

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer at www.idotlcs.com twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and 7 days in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

Temporary shoulder and non-system interchange partial ramp closures, per TC-17, will be permitted on weekdays (Monday through Friday) between 9:00 A.M. and 3:00 P.M. and from 7:00 P.M. and 5:00 A.M. Lane closures are not permitted during the day. For allowable hours for lane closures please contact the Expressway Traffic Control Supervisor at 847-705-4155.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer. Also, the contractor shall promptly remove their lane closures when Maintenance forces are out for snow and ice removal.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

Check barricades shall be placed every 1000' within a lane closure to prevent vehicles from driving through closed lanes.

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Effective: March 22, 1996

Revised: February 9, 2005

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 2000/15 min

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)(MAINTENANCE)

Description. This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

General. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer. Additional requirements for traffic control devices shall be as follows.

(a) Traffic Control Setup and Removal. The setting and removal of barricades for the taper portion of a lane closure shall be done under the protection of a vehicle with a truck/trailer mounted attenuator and arrow board per State Standard 701428 and the Traffic Control Setup and Removal Freeway/Expressway BDE Special Provision. Failure to meet this requirement will be subject to a Traffic Control Deficiency. The deficiency will be calculated as outlined in Article 105.03 of the Standard Specifications. Truck/trailer mounted attenuators shall comply with Article 1106.02(g) or shall meet the requirements of NCHRP 350 Test Level 3 with vehicles used in accordance with manufacturer's recommendations and requirements.

(b) Sign Requirements

(1) Sign Maintenance. Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party".

(2) Work Zone Speed Limit Signs. Work zone speed limit signs shall be installed as required in Article 701.14(b) and as shown in the plans and Highway Standards. Based upon the existing posted speed limit, work zone speed limits shall be established and signed as follows.

a. Existing Speed Limit of 55mph or higher. The initial work zone speed limit assembly, located approximately 3200' before the closure, and shall be 55mph as shown in 701400. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies may be omitted when this assembly would normally be placed within 1500 feet of the END WORK ZONE SPEED LIMIT sign.

b. Existing Speed Limit of 45mph. The advance 55mph work zone speed limit assembly shown in 701400 shall be replaced with a 45mph assembly. Additional work zone 45mph assemblies shall be used as required according to Article 701.14(b) and as shown in the Highway Standards and plans. WORK ZONE SPEED LIMIT 55 PHOTO ENFORCED assemblies shall be eliminated in all cases. END WORK ZONE SPEED LIMIT signs are required.

- (3) Exit Signs. The exit gore signs as shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 12 inch capital letters and a 20 inch arrow. EXIT OPEN AHEAD signs shown in Standard 701411 shall be a minimum size of 48 inch by 48 inch with 8 inch capital letters.
- (4) Uneven Lanes Signs. The Contractor shall furnish and erect "UNEVEN LANES" signs (W8-11) on both sides of the expressway, at any time when the elevation difference between adjacent lanes open to traffic equals or exceeds one inch. Signs shall be placed 500' in advance of the drop-off, within 500' of every entrance, and a minimum of every mile.
- (c) Drums/Barricades. Check barricades shall be placed in work areas perpendicular to traffic every 1000', one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with a flashing light. To provide sufficient lane widths (10' minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.
- (d) Vertical Barricades. Vertical barricades shall not be used in lane closure tapers, lane shifts, exit ramp gores, or staged construction projects lasting more than 12 hours. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.
- (e) Temporary Concrete Barrier Wall. Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic, and the top of sections of the temporary concrete barrier wall as shown in Standard 704001. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the lower slope of the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).

Method of Measurement. This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701406, 701411, 701416, 701426, 701428, 701446, 701901 and District details TC-8, TC-9, TC-17, TC-18 and TC-25 will be included with this item.

Basis of Payment.

- (a) This work will not be paid for as separate items, but the costs shall be considered as included in the contract unit prices for the construction items involved and no additional compensation will be allowed.
- (b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.
- (c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.
- (d) Temporary concrete barrier wall will be measured and paid for according to Section 704.
- (e) Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.
- (f) Temporary pavement markings shown on the Standard will be measured and paid for according to Section 703 and Section 780.
- (g) All pavement marking removal will be measured and paid for according to Section 703 or Section 783.
- (h) Temporary pavement marking on the lower slope of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6".
- (i) All prismatic barrier wall reflectors will be measured and paid for according to the Recurring Special Provision Guardrail and Barrier Wall Delineation.

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003

Revised: February 20, 2015

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at 847-705-4470 seventy-two (72) hours in advance of all long-term (24 hrs. or longer) lane closures. This advance notification is calculated based on a Monday through Friday workweek and shall not include weekends or state holidays.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from **7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM**.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 1,000 / 15 min

Two lanes blocked = \$ 2,500 / 15 min

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

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."

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ¹⁷	600-749	2002
	750 and up	2006
June 1, 2011 ²⁷	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ²⁷	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

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 consideration, 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, then 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) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. 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.

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.”

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.

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

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.