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April 28, 2023 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 78984
WHITE County
Section (3X,4-2B,3)TS-5
Route FAP 332
District 9 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 12:00 p.m. April 28, 2023 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 78984
WHITE County
Section (3X,4-2B,3)TS-5
Route FAP 332
District 9 Construction Funds**

Upgrading the traffic signal communication systems at 8 signalized intersections on IL 1 / IL 14 in Carmi.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22)(Revised 1-1-23)

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RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 332 (IL 1/14), Section (3X,4-2B,3)TS-5, White County, Contract No. 78984, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 332 (IL 1/14)
Section (3X,4-2B,3)TS-5
White County
Contract No. 78984

LOCATION OF PROJECT

This project is from the intersection of IL 1/Industrial Ave. and heads east to the intersection of IL1/14 and Staley St. in Carmi.

DESCRIPTION OF PROJECT

Major items of work are for upgrading traffic signal communication systems at eight signalized locations in Carmi, including wireless internet radios, ethernet switches, cellular modems, and full actuated controller in existing cabinets.

CHANGEABLE MESSAGE SIGNS

Revised 4/15/20

This work consists of furnishing, placing, and maintaining changeable message signs according to Section 701 and the following:

A total of three changeable message signs shall be required in this contract. All signs must be in place and operational for a minimum of 14 calendar days prior to lane or roadway closures. Each sign shall state the day work will begin and delays are possible. The exact message will be approved by the Engineer. The Contractor may be required to relocate each sign multiple times during the contract at his or her expense. The exact location of the placement of these signs shall be determined in the field by the Engineer.

The furnishing, placing, and maintaining of portable changeable message signs shall be paid for per CALENDAR DAY as CHANGEABLE MESSAGE SIGN.

TRAFFIC CONTROL PLAN

Effective 1985 Revised 6/16/21

During the entire construction period, the road shall be kept open to traffic as follows:

- (a) The highway shall be kept open to at least one lane of traffic at all times and to two lanes of traffic to the greatest extent possible.
- (b) Access to all public roads and private entrances shall be maintained during all stages of the work.

TRAFFIC SIGNAL SYSTEM SHUTDOWN

Revised 2/10/17

Before any signalized intersection is shut down, both District 9 Bureau of Operations and the local police department shall be notified 48 hours in advance. The police department shall also be given the anticipated duration of the shutdown.

The existing systems may be shut down for one working day each to switch over to install the IP power strips. During these shutdowns, the Contractor shall maintain flashing red lights at each intersection. The Contractor shall also provide and erect stop signs while signals are in the red flashing mode.

Each intersection switch over must be completed by the end of the workday. Unless otherwise indicated in the plans, any work involved in these system shutdowns shall be included in the cost of the contract.

UTILITIES

Effective 1984 Revised 2/10/17

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records. Therefore, their locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. The following utility companies have facilities within the project limits which may require adjustment:

**Status of JULIE Member Utilities
78984 IL 1 & IL 14 White County**

Name and Address of Utility	Type	Location	Estimated Adjustment Status
Consumers Gas Co. P.O. Box 486 Carmi, IL. 62821 ATTN: Kevin Bratcher Tel: (618) 382-4158 Cell: (618) 384-9546 Email: consumersgas@gmail.com	GAS	THROUGHOUT	Contractor to Watch and Protect Existing Underground Facilities
Frontier Communications 208 West Union St. Marion, IL 62959 ATTN: Rick Shaw Tel: (618) 997-0253 Cell: (618) 967-5540 Email: rick.shaw@ftr.com	FIBER	THROUGHOUT	Contractor to Watch and Protect Existing Underground Facilities
Carmi, City of ATTN: Trevor Nelson Cell: (618) 383-4715	WATER & SEWER	THROUGHOUT	Contractor to Watch and Protect Existing Underground Facilities
New Wave/Sparklight Communications 184 Southtowne Shopping Center Du Quoin, IL 62832 ATTN: Terry Delaval Tel: (618) 663-7300 Email: Terry.Delaval@sparklight.biz	FIBER	THROUGHOUT	Contractor to Watch and Protect Existing Underground Facilities
Clearwave 2 N Vine St Harrisburg, IL 62946 ATTN: Jack Trusty Tel: (618) 841-9843 Email: jack.trusty@clearwavefiber.com	FIBER	THROUGHOUT	Contractor to Watch and Protect Existing Underground Facilities

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123. This project is located in Carmi.

Add the following after the first paragraph of Article 107.31 of the Standard Specifications:

The Contractor is advised that this project includes areas of highway illumination and/or signalized intersections. These areas have underground cable or conduit throughout which is to remain in service. Before driving any posts or beginning any excavation operations, the Contractor shall

locate, uncover by hand, and relocate any wiring which conflicts with the proposed work. Any cable or conduit which is damaged as a result of the Contractor's operations shall be replaced by him or her at their expense. Replacement material and methods shall meet or exceed the original specifications for the wiring. Splicing will not be permitted.

ETHERNET SWITCH

Description. This work shall consist of furnishing, installing, and testing network communications equipment and associated infrastructure (e.g., power supplies, SFP modules, etc.) in traffic controller cabinets as designated by the Engineer, complete with all of the hardware and accessories required for the intended use of the equipment. The work shall consist of providing a hardened Ethernet switch including the applicable power supply. Fiber optic modules shall be supplied with each Ethernet switch. These modules shall be configured for either single-mode or multi-mode fiber. Each switch shall be supplied with all applicable fiber optic patch cables and ethernet patch cables (CAT5 or CAT6 terminated with RJ-45 connectors).

Materials. The GarrettCom Magnum 6KL Ethernet network communications equipment, or approved equal, and ancillary materials shall be installed in the traffic control cabinet locations identified herein and as shown on the plans. The Ethernet switch with power supplies shall be installed within the equipment rack and connected to other equipment using the small form-factor pluggable (SFP) transceiver modules noted and the copper ports within the switch as shown on the plans and as directed by the Engineer. Two SFP socks shall be included in the switch. The Contractor shall also provide all equipment and items listed including any ancillary material (fiber optic cable jumpers, Ethernet patch cables, connectors, mounting hardware, labels, cable ties, equipment grounding connection, etc.) required for successfully connecting between the Ethernet network communications equipment, switches, and fiber optic termination panels without the use of adapters or gender changer ("gender benders") at each identified location and as shown on the plans. In addition, the Contractor shall supply one spare fiber optic cable jumper and Ethernet patch cable with the required connector type and of appropriate length per each Ethernet switch.

The Ethernet switch shall meet the following material specifications:

Overall switch station capacity and flexibility shall be a configurable managed switch, base unit with DC power supply and four 10/100 copper ports. It may be configured with a variety of 10/100/1000 Mb fiber and copper port connector types supporting 10 ports max.

The switch enclosure shall be a steel case with vertical panel mounting brackets with optional DIN-rail mounting. The console port shall run on a RJ-45 serial interface. The enclosure shall meet IP52 per IEC 60529 and NEMA-3,3X. The enclosure shall be convection cooled, fully-enclosed ribbed-surface aluminum case used as a heat sink, and designed for vertical mounting with no fans. The switch shall have an operating temperature of -40° to 195° F. The switch shall have a temperature rating on its components of -40° to 140° F. The switch shall be able to operate in an environment with a relative humidity from 5% to 95% non-condensing and have humidity protection.

The switch shall operate at 48 volts external power supply.

The Ethernet switch shall meet the following network standards:

The Ethernet shall meet IEEE 802.3, 802.3ab, 802.1p: 10BASE-FL; 100BASE-TX,FX; 1000BASE-SX,LX,ZX. The switch shall be IEEE 802.3u auto-negotiation and auto-cross capable.

The Ethernet switch shall meet the following performance requirements:

- Gigabit Ports, 1000 Mb, shall be configurable, standard 10/100/1000Mb copper or SFF
- Transceiver modules for SX, ESX, LX, ZX, up to 2 Gigabit ports.
- Fiber Ports, 100 Mb, shall be SFF-FX (LC or MTRJ), multi-mode and single-mode for each type, max of three 100MB fiber.
- RJ-45 Ports, 100 or 10 Mb speed, full- or half-duplex mode, per port, individual determined. 10/100 auto-negotiating & auto-cross, up to eight ports. PoE Ports, RJ-45 Power Sourcing per IEEE 802.af, power on data pair.
- Processing Types Store and Forward with IEEE 802.3p QOS and IEEE 802.3x.
- All Ports Non-Blocking shall be system aggregate forward and filter rate 4.17M pps.
- Address table: 4K nodes, with address aging time of 300 seconds typical.
- Packet buffers: 240 KB for 10/100 and 120KB for 1000 Mb

Construction Requirements: The Contractor shall procure and install all components listed above in the equipment rack as shown on the plans and as directed by the Engineer in accordance with the manufacturer's installation requirements. The equipment shall be permanently and securely mounted within the equipment rack, and all corresponding power and communications cables shall be neatly dressed, labeled, and fastened to the equipment rack with the appropriate hardware. Tie wraps are not permitted. The Contractor shall perform all network switch and corresponding communications equipment connections in the presence of the Engineer. When all equipment is installed and connected, the Contractor shall test and demonstrate the performance of the installed network communications equipment in order to ensure that data is being transmitted to the IDOT D9 building.

All equipment shall be warranted and guaranteed against defects and failure in design and materials for a minimum of three years from the date of delivery as recorded by the Engineer. The warranty period shall not begin until the date the Engineer issues and records final acceptance of all materials listed above. The Contractor shall transfer all manufacturer warranty information to the Engineer prior to final acceptance notification by the Engineer. In the event that a manufacturer's standard warranty does not cover the entire period of the warranty required by IDOT, the Contractor shall procure and furnish to IDOT an extended manufacturer's warranty or provide its own warranty covering the additional time.

The Contractor shall submit the warranty terms as part of the submittals for each material item. The warranty shall provide that, in the event of malfunction during the warranty period, the defective system component shall be replaced with a new component by the Contractor or their representative within five working days. Any component that, in the opinion of the Engineer, fails three times prior to the expiration of the warranty will be judged as unsuitable and shall be replaced by the Contractor or representative with a new component of the same type at no additional cost or expense to IDOT. The unsuitable component shall be permanently removed from the project by the Contractor.

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

CELLULAR MODEM

This work shall consist of providing and installing a cellular modem and remote antenna at the intersection of Potomac Avenue and Illinois 15.

The cellular modem shall be a SmartFlex SR305 model or an approved equivalent. The modem shall communicate to the Department's local area network (LAN) over the public internet protocol (IP) address procured with the modem. A static, non-changing IP address shall be configured by the Contractor for the modem. Only one IP address shall be provided for the modem. The IP address shall be determined by working with the Department to ensure the address is consistent with the established IP system. The cellular modem shall be configured by the Contractor in order to maximize the data transmission for the area the modem is being installed in. All necessary cabling, antennas, and ancillary equipment shall be included in the cost of this pay item.

The cellular modem shall be compatible with the Verizon or ATT carrier wireless cellular network. The Contractor shall be responsible for all fees associated with the cellular service plan during the duration of the contract. The initialization and monthly cellular service fees shall be paid for under Article 109.05. The monthly cellular service fees shall be transferred to the City of Carmi at the end of the contract.

Documentation detailing the bandwidth availability and utilization for the site shall be provided to the Department by the Contractor. The device's necessary configuration software shall be loaded on three department PCs, and all required licenses shall be included in the cost of this pay item. The cellular modem shall have the following physical and operating properties or equivalent:

PHYSICAL CHARACTERISTICS:

- Weight: 375 g
- Size: 55x97x125 mm

PORTS, LED, ANTENNAS

- Up to 5x ETH ports: RJ45, 10/100 Mbps
- SIM: 2 Mini SIMs (2FF) (rear panel)
- LED Indicators: PWR, DAT, WAN, ETH, SIM, USR, POE, IN_o, IN1, OUT
- 3x ANT- ANT, DIV, GPS: SMA connectors
- Wi-Fi Antenna: R-SMA Connector
- USB: USB Host connector 2.0
- SD Card: 1 x Micro SD Card slot (rear panel)
- RST: RESET Button (rear panel)

POWER

- Power Supply 10-60 VDC
- Power Consumption Idle: 2.5 W (2 Way Molex connector)
- Power Consumption Average: 4 W
- Power Consumption Peak: 11 W
- Sleep Mode: 10mW

ENVIRONMENTAL:

- Temperature Range Operating: -40 to +75°
- Temperature Range Storage: -40 to +85° C
- Humidity: 0%-95% Non-condensing
- Cold Start: -35° C
- Operating Altitude: 2000 m / 70 kPA
- Ingress Protection Rating: IP30

GNSS SPECIFICATIONS

- Antenna: 50 Ohms-active
- Protocols: NMEA 0183. V3.0
- Frequency GPS: 1575.42 MHz Typical
- Frequency GLOBASS: 1597.551 MHz Max
- Tracking Sensitivity: Active antenna or LNA -159 dBm
- (Open Sky) Passive antenna: -156 dBm
- Acquisition Sensitivity: Active antenna or LNA: -149 dBm
- (Open Sky) Passive antenna: -145 dBm
- Cold Start Sensitivity: -145 dBm
- Acquisition time (TTFF): Warm start 29 s Max
- Acquisition time (TTFF): Cold Start 32 s Max

WI-FI – 802.11 A/B/G/N, AP OR CLIENT MODES

- Supported Wi-Fi Band: 2.4 GHz, 5.4 GHz
- Encryption: None, WEP, TKIP, AES
- 5 GHz supported channels: 36, 40, 44, 48, 52, 56, 60, 64, 149, 153, 157, 161, 165
- 2.4 GHz supported channels: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
- Number of clients: 10
- Authentication: Open, Shared, WPA-PSK, WPA2-PSK

Standards IEEE 802.3at-2009 (PoE+) and IEEE 802.3af-2003 (PoE) supported. Cabling needed is Category 5, up to 12.5 Ohm. It is possible to use a passive PoE injector.

CELLULAR MODULE PARAMETERS LTE FEATURES

- Bit rate 100 Mbps (DL) / 50 Mbps (UL), 3GPP rel. 8 standard; UE CAT. 3
- Output power: Class 3 (+23dBm +/- 2 dB)
- Supported bandwidths: 5 MHz, 10 MHz, 20 MHz
- Supported frequencies: 700 (B13) / 700 (B17) / 850 (B5) / AWS (B4) / 1900 MHz (B2)

CELLULAR MODULE PARAMETERS GPRS/EDGE FEATURES

- Bit rate 237 kbps (DL) 59,2 kbps (UL)
- GPRS multislots class 12, CS 1 to 4
- EDGE multislots class 12, CS 1 to 4, MCS 1 to 9
- Supported frequencies: 850/900/1800/1900 MHz

CELLULAR MODULE PARAMETERS HSPA+ FEATURES

- Bit rate 42 Mbps (DL)/ 5,76 Mbps (UL), 3GPP rel. 7 standard; UE CAT. 14, 24
- Data compression 3GPP TS25.212
- Supported frequencies: 850 (BV)/ AWS (BIV)/ 1900 MHz (BII)

CELLULAR MODULE PARAMETERS GPRS/EDGE POWER CLASSES

- EGSM 850/900: Class 4 (+33dBm +/- 2 dB)
- GSM 1800/1900: Class 1 (+30 dBm +/- 2dB)
- GSM 850/900: Class E2 (+27 dBm +/-3 dB)
- GSM 1800/1900: Class E2(+26dBm +/-3/-4 dB)

CELLULAR MODULE PARAMETERS UMTS FEATURES

- PS bit rate 384 kbps (DL) / 384 kbps (UL)
- Output power: Class 3 (+24 dBm +/-3 dB)
- Supported frequencies: 850 (BV)/ AWS (BIV) / 1900 MHz (BII)

The proposed cellular modem shall accept cellular Ethernet interface direct from the GarrettCom Network Switch (Magnum 6KL) or approved equivalent.

An antenna for the cellular modem shall be included in the cost of the pay item. No additional compensation will be allowed for set up, installation, and additional cables associated with the antenna. The mounting height and positioning of the antenna shall be per the approval of the Engineer. The antenna for the cellular modem shall be a multiple-input, multiple-output (MiMo) omni-directional, low-profile external antenna. It shall include two wide banded LTE antennas that cover 4G, 3G, and 2G bands; one 2.4 GHz Wi-Fi antenna; one DSRC antenna (5.8 – 6 GHz); and one active GPS antenna (1575.42 +/- 1.023 MHz).

The enclosure shall be designed to meet IP67 for protection from water and dust migration. Low loss RG174 cable shall be used. SMA connectors with 4 male/1 RP male – Wi-Fi shall be provided.

Contractor shall complete a cellular site survey and confirm 4G-LTE coverage at the DMS cabinet locations with the cellular provider prior to ordering materials. Contractor shall inform the Engineer of any discrepancies that may inhibit data transfer between the control center and the DMS/CCTV systems.

This work shall be paid for at the contract unit cost per EACH for CELLULAR MODEM and shall include all labor, VPN programming, IP network programming, hardware, RF antenna, electrical connections, and any other material necessary for the complete working installation and communication of all components. No additional compensation will be allowed.

WIRELESS ETHERNET RADIO

The Contractor shall furnish a wireless ethernet radio system and install it on an existing traffic signal mast arm or mast arm strain pole at the locations shown in the plans. The system furnished and installed shall include the wireless radio, CAT6E power cables, surge arrestors, mounting brackets, hardware, and all other items required for installation. The Contractor shall install the radios in accordance with the manufacturer's recommendations and aim the radio antennas to ensure optimal signal strength and connectivity. The wireless ethernet radio shall be an Ubiquiti Networks airFiber 60 GHz/5 GHz radio or approved equal that meets or exceeds the following minimum specifications:

Features:

- 60 GHz radio with 5 GHz radio backup
- Low-interference 60 GHz spectrum
- Long range, up to 2 km
- Up to 1 Gbps with low latency
- Integrated GPS
- Full and half bandwidth support

Dimension:

- Weight: 413 x 413 x 320 mm (16.26 x 16.26 x 12.60")
- Enclosure: 1.4 kg (3.09 lb) without mount, 1.8 kg (3.97 lb) with mount
- Antenna Gain: Aluminum, UV-stabilized polycarbonate
- Networking Interface: one 10/100/1000 Mbps Ethernet port
- Max. Power. 11W
- Power Method: Passive PoE, Pins 4, 5+ and 7, 8-

Power Supply: 24VDC, 0.5A Gigabit PoE adapter (included)

Voltage Range: +22 to +26VDC

LEDs: Power/Ethernet/5G/60G/GPS

Mounting: Pole mount (included)

Wind Loading: 420 N @ 200km/h (94.4 lbf @ 125 mph)

Wind Survivability: 00 km/h (125 mph)

ESO/EMP Protection: ± 24kV contact/air

Operating Temperature: -40 to 60° C (-40 to 140° F)

Operating Humidity: 5 to 95% noncondensing

Certifications: FCC, IC, CE

System:

- Maximum Throughput: .8 Gbps
- Maximum Range: 2+km
- Encryption: WPA2-PSK (AES)/WPA2 Enterprise
- OS: airOS GP

Radio:

- Max. Conducted TX Power: 25 dBm
- Channel Bandwidth: 60 GHz - 2160 MHz, 5 GHz - 20/40/80 MHz
- Operating Frequency (Mhz)
 - US/CA, U-NII-1, U-NII-3: 5150-5250, 5725-5850, 57,000-66,000
 - Worldwide: 5180 - 5875, 57,000 - 66,000
- Management Radio {MHz):
 - Worldwide: 2412-2472
 - US/CA: 2412-2462

Installation: The Contractor shall ensure that there is a clear line of sight between radios. The Contractor shall furnish and install outdoor, shielded Category 6 (or above) cabling and shielded RJ45 connectors. The Contractor shall furnish two Ethernet surge protectors (model ETH-SP-G2) and install one at each end of the cabling. The Contractor shall test all CAT6 cables after installation. The Department will program and configure the radios.

The Contractor shall install the stabilizer arms on the antennas and aim them towards the receiving antenna. The Contractor shall make adjustments to the antenna aiming to ensure optimal signal strength and radio link connectivity. The Contractor shall furnish all hardware and brackets required to install the radio antennas on the existing mast arm or strain pole.

Basis of Payment: This work will be paid for at the contract unit price per EACH for WIRELESS ETHERNET RADIO which price shall be payment in full for all labor, materials, and equipment required to furnish the wireless ethernet radio and install it on an existing traffic signal mast arm or strain pole at the locations shown in the plans.

CAT 6 ETHERNET CABLE

This work shall be in accordance with Sections 873, 1076, and 1088 of the Standard Specifications, except as modified herein. This work shall consist of furnishing and installing an outdoor rated CAT6E cable in conduits, handholes, and poles.

The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed for Outdoor Above- Ground or Conduit Duct applications
- Cat6E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard

- Shielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant
- Water Blocking Gel

Basis of Payment: This work will be paid for at the contract unit price per FOOT for CAT 6 ETHERNET CABLE, which shall be payment in full for all labor, equipment, and materials required to provide and install the cable described above.

MAST ARM EXTENSION

Description.

This work shall consist of furnishing and installing an aluminum pole on an existing mast arm strain pole that will be used to mount a wireless ethernet radio, brackets, and all miscellaneous hardware required to complete the installation in accordance with the Standard Specifications, as shown on the Plans, and as hereinafter provided.

Materials.

The mast arm extension shall consist of a Schedule 80, 2" diameter aluminum pole, two attachment brackets, hardware, and pole top cap.

The extension shall provide a nominal 15 ft. radio mounting height.

The Contractor shall furnish and install all required items, such as bolts, screws, wire nuts, nipples, grommets, seal-tite, tape connectors, electrical nuts, etc., in order to make the proposed mast arm extension pole complete.

Rust, corrosion, and anti-seize protection shall be provided at all threaded assemblies by coating the mating surfaces with an approved compound.

Basis of Payment.

This work shall be included in the cost of wireless Ethernet radio, which shall be payment in full for furnishing and installing each mast arm extension described above, including poles, brackets, hardware, and all other items needed to completely install the mast arm extension, and for all labor, tools, equipment, transportation, and required items necessary to complete this work.

FULL ACTUATED CONTROLLER IN EXISTING CABINET

The work shall be in accordance with applicable portions of Sections 857 and 864 of the Standard Specifications, except as revised by this special provision.

A traffic actuated solid state digital controller shall comply with the requirements of NEMA Standards for Traffic Control Systems, TS1-1983, Sections 1, 2, 13, and 14. This unit shall be capable of being used as a master or local controller. One possible start up mode shall be an all red display for a minimum of 15 seconds.

The controller shall be capable of telemetry for controller to controller, controller to computer system, or solo operation data transfer. Through telemetry, the system or solo operation shall be capable of being monitored on an IBM AT or compatible personal computer. Typically, the controller shall be completely uploaded or downloaded through telemetry either from a remote location or side by side from the computer. The latest computer software, shall be provided so data, including all timing parameters, can be transferred.

The controller will use non-volatile EEPROM memory. All harnesses shall be furnished, if different than provided previously, for the controller to controller and controller to computer data transfer. The controller shall contain all normal connectors and any special connectors required for data transfer. The controller shall contain all normal connectors and any special connectors required for data transfer utilizing the new fiber optic communication being install as part of this project.

The controllers supplied shall be the Siemens M60 Series for integration into the existing District 9 Eagle Signal system and shall be fully compatible with the District's Tactics software.

Cabinet Capability. Controller shall be designed to be relocated into a traffic signal cabinet formatted NEMA TS-1, NEMA TS-2 Type 1, or NEMA TS-2 Type 2 controller.

Communication. Controller shall be designed to communicate in two formats. Controller shall communicate in NTCIP format in full compliance with standard NTCIP 1201 and shall communicate in the format of the legacy controllers of the District, Siemens traffic signal controller models M01, M10, M30, M40, and M50. The communication format may be altered by installation of an alternate firmware version. Both firmware versions shall reside on the controller hardware at the same time, be fully licensed, and available for use.

Controller shall have the following communication ports at a minimum:

- USB
- (1)RJ-45
- 25 pin RJ-232 ports for serial communication
- Flat format 37 pin D-connector with FSK modem

The USB port shall offer the following capabilities to a standard USB storage device that can be purchased at any big box store. The number of files eligible for access to the thumbdrive shall be limited by the storage size of the USB storage device.

- Save data from/load data to controller
- Update controller firmware

Controller shall be capable of communicating to the central office software over the following mediums: IP, FSK over copper, phone modem, and serial over fiber. Controller shall be capable of communication in a closed-loop system with an existing master controller.

Interface. Controller display screen shall be in a menu format with a minimum of 16 lines of display. The interface shall be capable of displaying at least two active status screens from the menu of active status screen choices. Controller shall offer at least five favorites keys which store a display for easy access.

General Capabilities. Controller shall support the following functions:

- 4 rings and 16 phases
- Dynamic max timers
- 4 phase banks - an alternate set of phase data selectable by Time of Day command
- 8 overlaps in formats Standard, Flashing Yellow Arrow (FYA), Timed, and Pedestrian
- Detector diagnostics – 3 measurements, 2 levels activated by Time of Day
- FYA support for any NEMA cabinet manufacturer format
- 64 vehicle detectors
- 8 special detectors
- 8 pedestrian detectors
- 6 pre-empt detectors

Basis of Payment. This work will be paid for at the contract unit price per EACH for FULL-ACTUATED CONTROLLER IN EXISTING CABINET of the type specified, which price shall be payment in full for furnishing and installing the controller, complete with the necessary connections for proper operation.

MODIFY EXISTING CONTROLLER CABINET

The work shall consist of installing/wiring a IP power strip into the controller cabinet.

The IP power strip shall be a PRO SWITCH, or approved equivalent, and meet the following specifications:

- Control/Display: 2x16 backlit LCD w/powersave
- Input Frequency: 50-400Hz
- Circuit Breaker: manual reset, 15A thermal, UL
- Enclosure: aluminum chassis, double grounded, vented two sides, and fanless.
- Ethernet Interface: 10/100 autosensing, static IP, TCP port selectable
- Input & Outlet Rating: UL, CSA 15A, 120VAC only
- Outlet Switching: 8 individually switched circuits, 2 unswitched (always on)
- Surge Protection: 3600J metal oxide varistor
- Software Control: Individual outlets on/off, all on/off/cycle, net setting, and web UI
- Power Supply Rating: 90-240V, AC/DC autosensing
- Power Dissipation: 3.9W typ max (all on) <3W idle
- Relay Contact Spec: 25-40A AC, 1 HP

The power strip shall be mounted onto the power side of the controller cabinet. The AC+ wire of the power strip shall be terminated into the protected side (top side) of the AUX breaker. The neutral wire and ground wire shall be terminated to their respective terminal bars in the cabinet.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for MODIFY EXISTING CONTROLLER CABINET and shall include all labor and materials necessary for the complete installation of the IP power strip.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold

for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted

contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

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

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

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

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

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

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

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

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

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

bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:

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

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

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

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

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

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

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

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

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

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

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

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

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: September 2, 2021

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;

(c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization

must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- "3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“701.15 Traffic Control Devices. For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **20** working days.

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.