

85

March 7, 2025 Letting

Notice to Bidders, Specifications and Proposal



**Contract No. 72602
Various Counties
Section D6 LIGHTING 2025
Various Routes
District 6 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. March 7, 2025 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. 72602
Various Counties
Section D6 LIGHTING 2025
Various Routes
District 6 Construction Funds**

Maintenance and repair of traffic signals, flashing beacons and roadway lighting along various routes at various locations in the eastern half of District 6.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

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 1-1-25)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section D6 Lighting 2025, Various Counties, Contract No. 72602 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The work completed under this contract will be located along various routes in District Six in the following counties: Cass, Christian, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Sangamon and Scott.

DESCRIPTION OF PROJECT

This project will consist of the maintenance and repair of traffic signals, flashing beacons, roadway lighting, Intelligent Transportation System devices, fiber optic cable, and other electrical facilities as requested by the Department at the locations described by work orders issued from the Illinois Department of Transportation for a period of July 1, 2025 to June 30, 2026.

Illinois Department of Transportation contact person is:

IDOT D6 Traffic Signal Supervisor

Brian Fry

Phone

217-622-2472

The Department reserves the right to perform any repairs with its own forces.

COMPLETION DATE

All work on this contract shall be completed on or before **June 30, 2026**. Should the Contractor fail to complete all work by **June 30, 2026**, the Contractor shall be liable in accordance with Article 109.09 of the Standard Specifications.

UNDERGROUND FACILITIES – DEPARTMENT OWNED

Effective: February 1, 1996
Reviewed: September 20, 2024

The Contractor’s attention is directed to the presence of state-owned underground utilities within the limits of the proposed improvement. The Contractor shall notify the Illinois Department of Transportation, Bureau of Traffic Operations, a minimum of 72 hours in advance of work being done in the area at (217) 622-0608 to locate Department owned underground facilities. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) system.

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

TRAFFIC CONTROL PLAN

Effective: November 1, 1984
Revised: October 10, 2022

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

HIGHWAY STANDARDS:

- 701001 This standard will be used on 2 lane / 2 way traffic for all work activities greater than 15 ft. from the edge of pavement.
- 701006 This standard will be used on 2 lane / 2 way traffic for all work activities within 24 inches to 15 ft. from the edge of pavement.
- 701011 This standard will be used on 2 lane / 2 way traffic for all work activities require an intermittent or continuous moving operation on the shoulder, where the speed is 1 mph of less.
- 701101 This standard will be used on multi-lane highways for all work activities within 24 inches and 15 ft. from the edge of pavement.
- 701106 This standard will be used on multi-lane highways for all work activities greater than 15 ft. from the edge of pavement.
- 701201 This standard will be used on 2 lane / 2 way traffic for construction activities such as electrical maintenance.

- 701206 This standard will be used where at any time, any vehicle, equipment, workers or their activities will encroach in the area between the center line and a line 24 inches from the edge of pavement for nighttime operation.
- 701301 This standard will be used on 2 lane / 2 way traffic for construction activities such as electrical maintenance.
- 701306 This standard will be used on 2 lane / 2 way traffic for construction activities such as electrical maintenance.
- 701311 This standard will be used on 2 lane / 2 way traffic for construction activities that require continuous moving operations such as electrical maintenance.
- 701400 This standard will be used any time a lane is closed on a freeway or expressway.
- 701406 This standard will be used any time a day-time lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such as electrical maintenance. and shall be used in conjunction with Standard 701400.
- 701411 This standard will be used for all work activities involving freeway and expressway lane closures in close proximity to entrance and exit ramps. Each ramp regardless of the number of setups required, shall be considered as one each.
- 701421 This standard is used where at any time, any vehicle, equipment, workers or their activities will encroach on the lane adjacent to the shoulder within 24 inches of the edge of pavement.
- 701422 This standard will be used any time a lane closure is required on a multilane expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such as electrical maintenance.
- 701426 This standard will be used any time a lane closure is required on a freeway or expressway when any vehicle, equipment, workers, or their activities require stationary operations less than 1 hour or moving operations where the average speed is greater than 1 mph. This standard is applicable for construction activities such as electrical maintenance.
- 701427 This standard is used where any vehicle, equipment, workers or their activities will require: 1) stationary operations up to 1 hour, or 2) a continuous or intermittent moving operation where the average speed of movement is greater than 1 mph.
- 701428 This standard will be used for setup and removal of lane closures on freeways and expressways having an ADT greater than 25,000.

- 701446 This standard will be used any time a two-lane lane closure is required on a freeway or expressway due to work encroaching on a travel lane adjacent to the shoulder or on the shoulder within 24" of the edge of pavement. This standard is applicable for construction activities such as electrical maintenance and shall be used in conjunction with Standard 701400.
- 701451 This standard will be used for closing an interchange ramp to traffic.
- 701456 This standard will be used for partial lane ramp closures when construction operations do not require a full ramp closure. This standard is intended for ramp electrical maintenance.
- 701501 This standard will be used for all activities on 2 lane / 2 way urban sections requiring a lane closure.
- 701502 This standard will be used for all activities on 2 lane / 2 way urban sections with bi-directional turn lanes requiring a lane closure.
- 701601 This standard will be used for all activities on multilane, 1 way or 2 way urban sections with non-traversable median requiring a lane closure.
- 701602 This standard will be used for all activities involving urban lane closures, on multilane, 2 way traffic with a bi-directional left turn lane.
- 701701 This standard will be used for all work activities involving a multilane urban intersection.
- 701801 This standard will be utilized for all sidewalk closures throughout the project limits.
- 701901 This standard describes all permissible traffic control devices that can be utilized with the above-mentioned traffic control standards.

LIMITATIONS OF CONSTRUCTION:

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

1. The Contractor shall contact the District Six Bureau of Operations (217) 785-5306 at least 72 hours in advance of beginning work, and three (3) weeks prior to implementing any traffic control.
2. The Contractor shall erect changeable message signs, as deemed necessary by the Engineer, 7 days in advance of implementing traffic control and protection for lane closures. The exact location of changeable message signs shall be confirmed by the Engineer and shall remain in place for 7 days, unless otherwise directed by the Engineer.

3. In advance of each lane closure, the Contractor shall provide four (4) "BE PREPARED TO STOP" (W3-4(O)48) signs. These signs shall be tripod mounted and placed at locations as designated by the Engineer, to provide adequate warning in advance of traffic back-ups. The signs will not be paid for separately but shall be included as part of the contract unit bid prices for the traffic control and protection pay item.
4. During construction, on multilane roadways, at least one lane in each direction shall remain open to traffic at all times. On two lane roadways, at least one lane shall remain open to traffic at all times.
5. No overnight lane closures will be allowed.
6. Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane.
7. Traffic Control and Protection will not be paid for separately but shall be included in applicable pay items listed in this contract.
8. There shall be no lane closures within the limits of this project in Sangamon Co. during the Illinois State Fair, August 7-17, 2025. No broken pavement, open holes, or trenches shall remain on or adjacent to the traveled way during these events. Barricades, cones, drums or other warning devices shall also be removed from the traveled way during this period. This period shall begin at 3:00 p.m. of the day proceeding the beginning day of the event, and end at 12:00 midnight on the final day of the event. Any inconvenience caused the Contractor in complying with these Special Provision shall be considered as incidental to the contract and no additional compensation will be allowed.

WORK DURING PEAK HOURS

Contractor will be permitted to work on any day from dawn to dusk unless work requires a lane restriction in a high-volume area in which case work may be restricted to non-rush hours. The contractor shall have all lanes of traffic open during peak hours in the appropriate direction. The Contractor will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours. Peak hours, if applicable, will be shown on the Work Order and will be determined by the Engineer.

PENALTY DURING PEAK HOURS

If the Contractor fails to have all lanes of traffic open during the peak hour for traffic or conducts operations that will impede the flow of traffic during peak hours, a monetary penalty shall be assessed to the Contractor. The penalty shall be \$500 for each 15-minute period or a portion thereof during peak hours.

TERMINATION FOR CAUSE

The state may terminate this contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused or reasonably could cause jeopardy to health, safety, or property. If the Contractor fails to perform to the State's satisfaction, any material requirement of this contract or is in violation of a material provision of this contract, the State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date, the State may either (a) immediately terminate the contract without additional written notice or, (b) enforce the terms and conditions of the contract, and in either event, seek any available legal or equitable remedies and damages.

TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the State may terminate this contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following any such termination for convenience, the Contractor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under the contract up to and including the date of termination.

CONTRACTOR BASE OF OPERATIONS

The base of operations shall be in an area that will allow the Contractor to meet the response times contained within this contract and perform the work required to rectify the situation, restore normal operation and provide safety to the motoring public.

PAYMENT FOR DRIVING TIME

The Department will pay for drive time for workers and crews that are located within the geographical boundaries of District Six. Unless pre-approved by the Department in the execution of a work order, the Department will not pay for drive time for workers and crews that travel to a work site from outside of District Six.

PAYMENT OF BILLS ON BEHALF OF THE DEPARTMENT

The Department may request that the Contractor pay bills on behalf of the Department in accordance with Article 109.05 of the Standard Specifications.

The Contractor shall receive as administrative costs an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total actual amount paid per bill with the minimum payment being \$25.

SCOPE OF WORK

Work shall consist of repairing or replacing damaged electrical traffic control devices, servicing malfunctioning traffic signal controllers, roadway lighting, traffic signal re-lamping and cleaning, replacing loop detectors, modernizing existing electrical facilities, repair, replacement and/or installation of traffic data collection stations and/or detectors, repair and maintenance of Intelligent Transportation System devices, repair and maintenance of fiber optic cables, adding new facilities and providing all other electrical services that are requested at locations described in a work order issued by the Department in compliance with this contract.

Entries in service logs in traffic signal controller cabinets are to be made by the Contractor at the time any controller related servicing is performed. The date and time should reflect when the serviceman arrives to begin work on the controller.

When repairing a damaged traffic signal or highway lighting standard, the Contractor shall reinstall all existing traffic signs which were attached to the standard. If these signs are damaged to the extent they cannot be reused, the Contractor shall immediately notify the Department so that replacement signs can be installed.

The Contractor shall be solely responsible for any damage to existing structures or to the right of-way resulting from the operation of his equipment or employees while making repairs. The Contractor shall, at his/her own expense, restore any damage to a condition equal to that existing before the damage was done as directed by the representative of the Department.

Before starting work at a repair site requiring excavation, the Contractor shall contact J.U.L.I.E. at telephone number 811 or use E-request to facilitate the location of underground utilities. The Contractor shall also locate all Department lighting circuits, traffic signals, fiber cable, and other electrical facilities in areas of excavation and protect them.

The Contractor shall, at all times, keep Department work sites free from accumulations of waste material or rubbish caused by his employees and at the completion of the work, he shall remove all his rubbish from the work site, tools and surplus materials. The Contractor shall repair and otherwise make good any damage caused by this work and leave the work site in the equivalent of the original condition. The damaged material shall be removed from the site, and it is the property of the Contractor, unless otherwise specified.

The Contractor shall comply with all applicable OSHA requirements while performing requested services including the use of lock out and tag out kits.

In performing work required by this contract, the Contractor shall confine the equipment, the storage of material, and the operation of the workers to State of Illinois property.

At a location where electrical traffic control devices or highway lighting have been damaged, the Contractor shall review the location in order to verify materials required to complete repairs. Any questions as to location of work and/or quantities required must be resolved prior to beginning work.

The Contractor acknowledges there is no guarantee that work will or will not be performed by the Contractor. The Contractor will upon request of the Department, within the time element designated, do all work that is offered on a 24-hours-per-day, 7-days-per-week basis.

WORK ORDERS

The Department will establish an expected response and completion time for the requested service at the time a work order is issued. IDOT issued work orders shall be completed no later than 30 calendar days after the day of issuance to the contractor. The contractor must communicate to IDOT D6 and provide justification for any delay beyond 30 calendar days.

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

The Contractor shall be available to respond to calls for service at all times, including Saturdays, Sundays, and holidays, to correct any malfunction of equipment or affect any temporary emergency repair to damaged equipment resulting from any cause, and to perform emergency locates for underground facilities. Overtime work during nights, weekends and holidays will be performed by Contractor only as authorized by the Department.

If at the time of service being performed, additional work of a minor nature (not to exceed \$200) is needed, the Contractor shall proceed with that work. If it appears that the additional work could result in a substantial addition or change to the current work order, the Contractor shall contact the Department District Contact before proceeding with the additional work.

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

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

CONTRACTOR'S REPRESENTATIVE

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

The Contractor shall assign two or more service representatives to whom the Department may issue work orders and instructions and to monitor Department needs. The Contractor shall provide the Department with the names and telephone numbers of these representatives. One of these representatives of the Contractor shall be available at all times.

The Contractor shall provide the Department with a 24-hour telephone service number so that the Contractor may respond to emergencies that occur outside normal work hours.

The Contractor must notify the Department representative in writing of any employee absence that results in the Contractor representative or on-call employee being unavailable for contract work. This includes all scheduled vacations, planned absences, sick time, and employee emergency situations.

Contractor representatives shall respond to Department concerns and solve any problems regarding performance under this contract. The Contractor representative shall confer with Department personnel whenever necessary and make recommendations that will ensure the Department receives the most effective service. The Contractor shall furnish the names and telephone number of the representative(s) to the Department.

QUANTITIES

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

PARTS AND MATERIALS

All parts and materials listed as pay items will be paid for at contract bid prices. There is no additional markup allowed on pay items.

For parts and materials not on the pay item list, the Contractor shall receive the actual cost for said parts and materials to which a maximum of 15 percent markup will be added for parts/material invoice amounts up to \$2,499, a maximum of 10 percent for parts/material invoice amounts \$2500 to \$4,999, and a maximum of 5 percent for parts/material invoices \$5,000 and greater. The cost of all parts and materials shall be itemized on the invoice of each work order. The actual billing invoices from suppliers of any single part or material with a cost greater than \$50 shall be submitted as documentation

When such parts and material are furnished by the contractor, the material shall be the best grade of its respective kind, for the intended purpose. The contractor is expected to make a good faith effort to purchase the parts and material supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the contractor shall be considered included with the contract and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the item(s)). All materials provided by the Contractor shall be new, unless otherwise stipulated, and in accordance with the standards specified. The department reserves the right to review, approve and/or disapprove any parts and materials prior to and after installation and shall have the final say in using those parts and materials.

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

The Department may request the Contractor in writing to order parts and materials, not to be installed by the Contractor. These parts and materials will be used by the Department in the repair and/or maintenance completed by the Department work force.

CONTRACTOR COMMUNICATION

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

LABOR, TOOLS, AND EQUIPMENT

The Contractor shall furnish all labor, tools, equipment, and other incidentals necessary or convenient to successfully complete the work orders and carry out all duties and obligations imposed by the contract.

The Contractor shall furnish and maintain tools and equipment including, but not limited to, pickup trucks, line trucks, trailers, backhoes, trenchers, air compressors and other specialized electrical equipment, and shall possess self-propelled bucket truck(s) capable of servicing overhead flashing beacons, pole mounted highway lighting units, and overhead traffic signals. All other incidental equipment and tools shall be provided by Contractor at prices established in the Equipment Watch Rental Rate Blue Book which can be obtained at <http://www.equipmentwatch.com>.

Equipment and tools that are not listed in the Equipment Watch Rental Rate Blue Book shall be considered incidental to the contract, and no additional compensation will be allowed.

The Contractor should utilize the appropriate equipment to complete the repair as authorized by the Department. If the Contractor chooses to use tools and/or equipment that in the opinion of the Department is above and beyond what is required, the Contractor shall be compensated at the appropriate amount as determined by the Department of what was necessary to complete the work order. The Department shall be the sole judge as to what equipment is required.

Standard equipment operating costs for fuel, lubricants, wear-and-tear, loss of equipment, repairs, servicing, filters, tires, etc. are to be borne by the Contractor. No additional compensation for these operating expenses will be allowed.

Protective gear or clothing that is required for Contractor personnel in the execution of a work order (including, but not limited to, dust masks, breathing apparatus, electrically insulated gloves, protective gloves, etc.) will be provided by Contractor and shall be in compliance with the applicable OSHA standard. No additional compensation for these operating expenses will be allowed.

Only labor required to complete work orders shall be eligible for payment. Labor rates for electricians shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit.

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

Arrow boards shall meet the requirements of Articles 701.15(i) and 1106.02.

Truck mounted crash attenuators shall meet the requirements of Articles 701.15(h) and 106.02.

Individual pieces of equipment not listed in the "Equipment Watch Rental Rate Blue Book" and having a replacement value of \$2,500.00 or less shall be considered to be tools or small equipment and no payment will be made for their use on this contract.

Method of Measurement: Labor will be measured to the nearest 0.25 hour for Each JOURNEYMAN ELECTRICIAN for straight time and premium time rates approved for use on the applicable work order.

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

Basis of Payment: Labor will be paid for at the contract unit price per Hour for JOURNEYMAN ELECTRICIAN, JOURNEYMAN ELECTRICIAN (WEEKLY OVERTIME RATE), JOURNEYMAN ELECTRICIAN (SUNDAY AND HOLIDAY OVERTIME RATE), JOURNEYMAN ELECTRICIAN (SATURDAY OVERTIME), Truck usage will be paid for at the contract unit price per Hour for PICK-UP TRUCK, BUCKET TRUCK (LENGTH LESS THAN 35 FEET), or (BUCKET TRUCK (LENGTH 35 FEET TO 65 FEET).

EQUIPMENT RENTAL

In the event that the Contractor needs to rent equipment for use in the execution of a work order, the Department will pay the Contractor the equipment cost contained in the Equipment Watch Rental Rate Blue Book or the actual cost of the rental if that cost is in excess of the amount shown in the Blue Book guide.

All equipment rental costs in excess of the Blue Book guide shall be authorized and approved by the Department prior to rental.

TEST EQUIPMENT

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

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

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

CONTRACTOR WORK FORCE REQUIREMENTS

The Contractor shall provide adequate supervision to his work force to ensure that workers and materials are utilized in an efficient manner. This is to include, but not limited to, insuring that knowledgeable and experienced workers are matched to related servicing tasks, and that service vehicles are equipped with the parts, materials, and equipment likely to be required to complete the Work Order.

The Contractor shall at all times provide a force of qualified personnel sufficient, in the opinion of Department, to perform the work and specialized operations required and described herein. A working knowledge will be required in basic electrical circuits, solid state circuits, AC and DC current applications, field testing equipment, and local/national electrical codes.

The Contractor shall provide a list of personnel, their training and experience to the Department.

The Department shall be the sole judge as to the qualifications and credentials of the Contractor's personnel. The defining criteria for the "journeyman electrician" category would be a minimum of an I.B.E.W. journeyman electrician or better with training in all areas listed within the contract, as well as specialized training in 'Traffic Signal Controllers' and related equipment (including fiber optic systems).

CONTROL OF WORK

The Department shall conduct frequent inspections of work and installations performed by the Contractor to determine if the work is being performed promptly and satisfactorily, and in the manner specified in the contract. The Contractor's employees shall cooperate with such inspections and shall provide information concerning the work in progress when requested by the Department. A final inspection will be made by the Department of all work locations and final quantities can be adjusted at that time. The Department reserves the right to place maximum or minimum limits on the work force and/or equipment utilized by the Contractor to execute a Work Order.

Each workday, the Contractor shall provide the Department a schedule of contract work activities for the day. The schedule will show the location, type of work, and estimate of when each work crew will be at the location on the work order. This information shall be either faxed, emailed, and/or verbally transmitted to the Department representative by 8:00 A.M.

CONTRACTOR RESPONSE AND WORK ORDER COMPLETION TIMES

IDOT issued work orders shall be completed no later than 30 Calendar days after the day of issuance to the contractor. The contractor must communicate to IDOT D6 and provide justification for any delay beyond 30 calendar days.

The Department will establish an expected response and completion time for the requested service at the time a work order is issued. It shall be the Contractor's responsibility to promptly notify the Department, if for any reason, the Contractor cannot meet either the response or completion time established at the issuance of the work order, or the times established herein. In all instances, the Contractor shall comply with the standard response and completion times as follows:

Emergency Service Call Response: During regular working hours (weekdays 7:00 A.M. to 5:00 P.M.) respond in two (2) hours or less, and during non-regular working hours, weekends and holidays respond in three (3) hours or less. Emergency response calls include but are not limited to dark or malfunctioning traffic signals, knocked down traffic signal, highway lighting standards or controllers. Upon arrival at the emergency work site, Contractor personnel must immediately begin work to abate the emergency. At the direction of the Department, abatement of emergency shall be either complete restoration of the electrical device, or a temporary repair as directed by the Department.

Non-emergency Traffic Signal/Flashing Beacon Call Response: Respond within twenty-four (24) hours of issuance of the work order. Completion of work shall be within thirty (30) calendar days of the date the work order was issued.

Highway Lighting Outage Response: Respond within seven (7) calendar days of issuance. The Contractor shall respond to lighting work orders where the entire lighting system is non-functional within five (5) calendar days.

Traffic Signal Knockdown Completion: All traffic signal knockdowns are expected to be repaired by the next day, regardless of weekends and holidays. The Contractor shall respond within the timeframes as specified herein to repair a traffic signal knockdown to clear all electrical circuits, pick up the knockdown debris, and ensure that the intersection is either back in normal operation, or in the flashing mode. If the Contractor does not have the necessary equipment or is unable to make the necessary knockdown repair the same day, the Department shall be notified.

Highway Lighting Knockdown Completion: Two work orders may be issued to repair a highway light pole knockdown. The Contractor shall respond within two (2 1/2) hours or less to the initial work order to clear the electrical circuit and remove any knockdown debris from the vicinity of the roadway.

When the second work order is issued to repair the knockdown, the Contractor is expected to complete the repair within ten (10) calendar days. The Contractor shall be responsible for notifying the Department if the requested knockdown repair cannot be completed within the allotted time.

When requested by the Contractor, justifiable extensions of work order completion time may be granted at the discretion of the Department. The Contractor understands and agrees that performance will be expected in varying amounts and at various locations on the roadways designated in this contract, and in accordance with work orders issued by Department personnel. In the event the Contractor fails to meet the completion time for a work order, the Contractor and Department agree that an amount of actual damage is difficult to ascertain. Therefore, the Contractor shall be liable to the Department for penalty charges as specified in the following amounts which are reasonable and proportionate to the amount of the Work Order.

Work Order Amount	Penalty Charges Per Calendar Day
\$0 - \$500	\$25
\$501 - \$1,000	\$50
\$1001 and over	\$100

FAILURE TO MEET RESPONSE TIME

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

Emergency Service Calls:

Work Order Amount	Monetary Deduction for Each Hour*
From \$0 to \$500	\$50
From \$501 to \$1,000	\$100
From \$1,001 and over	\$150

* After applicable response time expires

Priority Non-Emergency Service Calls and Routine Work Items:

\$75.00 per day per work order

For the purpose of calculating the monetary deduction, a day shall be any (or portion of) excluding the following:

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

REPAIR PARTS, MATERIALS, AND COMPONENTS

When available and practical, traffic signal, highway lighting, and ITS equipment parts and components will be furnished by the Department, unless otherwise specified by the Department. If requested by the Department, the Contractor shall be responsible for picking up and transporting to the work site all Department furnished parts and components.

The Contractor is required to provide any parts, components and material not provided by Department. These shall include miscellaneous electrical parts and components, electrical hardware, fasteners, wire, conduit, tape and any other materials normally associated with the maintenance of electrical devices. When such materials are furnished by the Contractor, the material shall be of the best grade of their respective kinds, for the purpose. All materials used should be itemized on the individual billing invoice for that Work Order.

The Contractor shall purchase material from the Department's traffic signal and highway lighting component contracts whenever possible. The Department may require the Contractor to purchase necessary parts and materials from other approved sources. In cases where Contractor is required to acquire parts and supplies from alternate sources and at higher prices than the components contract, the Contractor shall purchase parts at the best available price. On occasion, the Department may require approval of cost prior to purchase. The Contractor shall be compensated at the approved cost or the actual cost, whichever is lower plus the mark-up percentage stated in the contract. Contractor receipts or bills for parts and materials shall be submitted as documentation of costs.

PAYMENT AND INVOICES

Unless otherwise instructed, the Contractor shall submit an invoice upon completion of the work order. Invoice shall be received no later than 30 calendar days of work order completion.

Invoices shall include detailed information as to the services performed, and if applicable, the number of hours worked, labor rates, and a list and prices of all parts used. Final payment will not be made until all services are completed and accepted by the Department. The amount shown on each invoice shall be in accordance with the unit prices established in this contract or agreed unit pricing.

Overtime Authorization: At the time the Department issues a work order to the Contractor, the Department shall state if overtime labor is authorized, and the estimated hours of overtime labor authorized for Contractor to bill the Department in responding to and/or completing the work order. All overtime labor in excess of that specified in the work order must be approved in writing in advance by the Department. The Contractor is required to plan work on routine and emergency work orders to avoid overtime labor while meeting the response and/or completion times requested by the Department.

Should the Department require the Contractor to provide workers in addition to the electrician rates specified in the contract, the rates for such labor shall be reasonable and meet the prior approval of the Department.

If the Department authorizes the Contractor to use a piece of machinery or equipment that does not have a contract unit price and is not considered incidental to the contract, payment shall be made in accordance with Article 109.04 (b) (4) of the Standard Specifications for Road and Bridge Construction.

SUBCONTRACTOR PAYMENTS

No Sub-contractors may be utilized without approval by the Department.

When the Department authorizes the use of a subcontractor in the execution of a Work Order, the Department will pay the Contractor the actual amount of the sub-contractor invoice plus a five percent maximum markup for processing.

KNOCKDOWN DOCUMENTATION

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

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

CONTRACTOR INVOICING REQUIREMENTS

The Contractor shall include the following items with each invoice:

Repair Work Orders:

A. Original Copy

1. INFORMATION ON INVOICE:

- a) Location of Service – Description of Location (Route, City, County)
- b) IDOT Work Order Number – Place Near Top of Invoice
- c) Name of IDOT Employee Who Authorized Work
- d) Work Classification – "Traffic Signal Repair" or "Traffic Signal Maintenance"
- e) Contractor Invoice Number and Date of Invoice.
- f) Labor Costs: Provide Original Time Sheets That Detail Who Performed the work, the Date and Time (In Hours) and the (Rate Per Hour), and a Description of Work Performed.
- g) Equipment Costs: Provide Type of Equipment Used, the Date and Time Used (In Hours with Rate Per Hour).
- h) Material Cost: Provide Specific Brand Name and Model Number (Where Applicable) of all Materials Used on the Project along with the Quantity Used, Unit Price, Mark-Up Cost, and Total Price.
- i) In the event that any part or material has a unit cost of \$50.00 or more, the Original Invoice must be included.

Note: It is permissible for the equipment (g) and materials (h) to be listed on the time sheets (f) as specified above, and then summarized on a separate or "cover" invoice provided that the time sheets are included as attachments.

2. ATTACHMENTS TO INVOICE:

- a. Copy of IDOT Work Order with Contractor Portion Completed
- b. Original of item (1.i.) – "Materials \$50.00 or More".
- c. Any other items that the Contractor feels necessary to document invoice.

Traffic Signal Maintenance (Work Orders):

A. Original Copy

1. INFORMATION ON INVOICE:

- Include items 1. a,b,c,d,e,f,g,h,i

2. ATTACHMENTS TO INVOICE:

- a) Originals of Signal Maintenance Check Sheet Completed by Contractor.
- b) Original of item (1.i.) – "Materials \$50.00 or More".
- c) Any other items that the Contractor feels necessary to document invoice. Invoices will not be processed for payment unless work is fully completed and all required documentation is provided with the invoice. No payment will be made on partial bills.

LUMINAIRE MOUNTING BRACKET - SPECIAL

This work shall be in accordance with Section 1069 of the Standard Specifications except as modified herein.

The Contractor shall provide a single tenon or twin-tenon luminaire bracket installed on an existing tenon top light pole. The bracket shall accommodate the installation of one LED roadway luminaire, or two LED roadway luminaires at 90° or 180° apart, as required.

The bracket shall be fabricated from 2 in. (50 mm) schedule 40 pipe 30,000 psi (208,000 kPa) minimum yield strength and be fully galvanized and shall have horizontal arm(s) of length ranging from 8" to 12".

The contractor shall supply all materials required to install the luminaire bracket as a part of this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for LUMINAIRE MOUNTING BRACKET - SPECIAL.

LOCATION OF IDOT UNDERGROUND FACILITIES

The contractor shall be responsible for contracting IDOT for location of IDOT underground facilities.

Contact person: Dale Hebenstreit (217) 622-0608

ITS MAINTENANCE WORK ORDER

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: January 2, 2025

1. OVERVIEW AND GENERAL 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 in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and 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 in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
 - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.

- (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall 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 bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-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.

6. UTILIZATION PLAN EVALUATION. 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 the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to 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 Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs 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 firms. 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 guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.

8. **CONTRACT COMPLIANCE.** The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.
- (a) **NOTICE OF DBE PERFORMANCE.** The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
 - (b) **SUBCONTRACT.** If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed 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.
 - (c) **PAYMENT TO DBE FIRMS.** 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 goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
 - (d) **FINAL PAYMENT.** After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment 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 (form SBE 2115) to the Engineer. 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.
 - (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.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

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.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSMDR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

“**669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.”

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

“The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCs GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory.”

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

“Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04.”

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 BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

The bidders list information shall be submitted with the bid using the link provided within the “Integrated Contractor Exchange (iCX)” application of the Department’s “EBids System”.

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). 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: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) 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

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

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 shall be MASH compliant.

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 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350, 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 sign supports, speed feedback displays, 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 compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

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

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

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

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

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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