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August 4, 2017 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 76K58
ST. CLAIR-MADISON Counties
Section DIST 8 PS 2018-1
Various Routes
District 8 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. August 4, 2017 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.

2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 76K58
ST. CLAIR-MADISON Counties
Section DIST 8 PS 2018-1
Various Routes
District 8 Construction Funds**

Replace alarm systems and transfer switches at the 42nd Street, 25th Street, 9th Street and McCambridge Avenue Pump Stations in the East St. Louis.

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

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

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

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RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Section Dist 8 PS 2018-1, St. Clair and Madison Counties, Contract No. 76K58 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 project includes improvements at 4 pump station locations. Location 1 is in East St. Louis on the north side of St. Clair Avenue, 0.2 miles west of the intersection with North 47th Street (38°36'55"N, 90°6'22"W). Location 2 is in East St. Louis on the north side of St. Clair Avenue, at the intersection with 25th Street (38°37'17"N, 90°7'26"W). Location 3 is in East St. Louis on the north side of Collinsville Road, 1.0 mile northeast of the tri-level interchange of I-70, I-55, and I-64 (38°38'18"N, 90°8'0"W). Location 4 is in Madison on the east side of IL 203, 0.25 miles north of the intersection with Big Bend Road (38°40'7"N, 90°8'40"W).

DESCRIPTION OF PROJECT

This project consists of removing and replacing the dialer alarms and transfers switches at the 42nd Street, 25th Street, 9th Street and McCambridge Avenue Pump Stations. The items of work are as follow:

25th Street

- Removing and replacing the dialer alarms and transfers switches
- Removing the existing spiral staircase inside the pump station
- Installing new galvanized steel spiral staircase inside the pump station

McCambridge

- Removing and replacing the dialer alarms and transfers switches
- Installing exhaust fans, louvers, and ductwork inside the pump station
- Sawcut existing concrete wall for new louver

42nd Street

- Removing and replacing the dialer alarms and transfers switches

9th Street

- Removing and replacing the dialer alarms and transfers switches

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

This work shall be done in accordance with Check Sheets No. 1, 3 and 5 of the IDOT Supplemental Specifications and Recurring Special Provisions and the "Weekly DBE Trucking Reports (BDE)" Special Provision, except as here-in modified.

PAYROLL AND STATEMENT OF COMPLIANCE:

Certified payroll, (FORM SBE 48 OR AN APPROVED FACSIMILE) and the Statement of Compliance, (FORM SBE 348) shall be submitted by two methods:

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.
2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 48 and SBE 348 forms shall be submitted weekly and will be considered late if received after midnight seven (7) business days after the payroll ending date.

WEEKLY DBE TRUCKING REPORT:

The Weekly DBE Trucking Report, (FORM SBE 723) shall be submitted electronically. Scan the form to a PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 723 forms shall be submitted weekly and will be considered late if received after midnight ten (10) business days following the reporting period.

MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

The Monthly Labor Summary Report (MLSR) shall be submitted by one of two methods:

1. For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form D8 PI0148. Submit the ORIGINAL report by mail to the Regional Engineer for District Eight. Contractors also have the option of using the method #2 outlined below.

2. For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". This file shall be submitted by e-mail using specific file formatting criteria provided by the District EEO Officer. Contractors must submit a sample text file to District 8 for review at least fourteen (14) days prior to the start of construction.

The Monthly Contract Activity Report (MCAR) may be typed or clearly handwritten using Form D8 PI0149.

The Monthly Labor Summary Report and the Monthly Contract Activity Report shall be submitted concurrently. If the method of transmittal is method #1 above then both the MLSR and the MCAR shall be mailed together in the same envelope. If the method of transmittal is method #2 above then the MCAR shall be scanned to a .pdf file and attached to the email containing the MLSR .txt file.

The MLSR and MCAR must be submitted for each consecutive month, for the duration of the project, and will be considered late if received after midnight ten (10) calendar days following the reporting period.

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

The ORIGINAL and one copy of the Request for Approval of Subcontractor (FORM BC 260A) shall be submitted to the District at the IDOT Preconstruction Conference.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

The ORIGINAL and one copy of the Substance Abuse Prevention Program Certification (FORM BC 261) shall be submitted to the District at the IDOT Preconstruction Conference.

The Contractor is required to follow submittal procedures as provided by the EEO Officer at the preconstruction conference and to follow all revisions to those procedures as issued thereafter.

If a report is rejected, it is the contractor's responsibility to make required adjustments and/or corrections and resubmit the report. Reports not submitted and accepted within the established timeframes will be considered late.

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. **Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.**

This Special Provision must be included in each subcontract agreement.

ALL HARD COPY FORMS TO BE SUBMITTED TO:

Region 5 Engineer
Illinois Department of Transportation
ATTN: EEO/LABOR OFFICE
1102 Eastport Plaza Drive
Collinsville, IL 62234-6198

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

DISTRICT 8 NON-MANDATORY PRE-BID

Any interested parties are encouraged to attend the non-mandatory, pre-bid walk-through that will begin on July 26, 2017, at 9:00 a.m. in East St. Louis, IL at the 25th Street Pump Station on the north side of St. Clair Avenue, at the intersection with 25th Street for Section PS 2018-1, St. Clair and Madison Counties, Contract 76K58.

Each perspective bidder shall be allowed one (1) representative to attend the tour. Each person is required to provide their own hard hat, safety shoes, eye protection and OSHA Permit-Required Confined Spaces (29 CFR 1910.146) Training Certification prior to beginning the tour. No photographs will be allowed during the tour of restrictive property.

Members from the Department will be present to facilitate the tour only. Inquiries regarding the contract plans and special provisions will be addressed per the bid invitation instructions.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 105 and Articles 105.07 and 107.39 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

CONFINED SPACE ENTRY

The existing pump station sump is considered to be confined space. The Contractor shall comply with all OSHA requirements relative to confined space entry. An oxygen deficient, toxic, explosive or flammable atmosphere may exist within this confined space. Atmosphere testing shall be conducted prior to entry and continuously while employees are working within a confined space. The Contractor shall inform the Engineer of who will serve as the rescue responder in an emergency and what system will be used to notify the responder that an emergency exists. Compliance with this provision shall be considered included to the contract and no additional compensation will be allowed.

PUMP STATION ELECTRICAL WORK

AUTOMATIC TRANSFER SWITCH

PART 1 - GENERAL

Description. Work included: Replace existing automatic transfer switches and associated control modules at four (4) different IDOT pump stations. Existing automatic transfer switch enclosures and upstream/downstream conductors to remain and be re-used.

Existing alarm dialers at these pump stations will be replaced along with the automatic transfer switches. Replacement of the alarm dialers shall occur simultaneously with the replacement of the automatic transfer switch. Specifications on the replacement alarm dialers are contained within a separate section.

SUBMITTALS - All submittals are to be submitted electronically.

- A. Product data:
 - 1. Drawings, weights, and dimensions of equipment;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Control and Wiring Diagrams

- B. Manual:
 - 1. Operation and Maintenance Manual specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts specific to this model must be included.

- C. Warranties
 - 1. Warranty and guarantee documentation.

CODES AND STANDARDS

- A. The automatic transfer switches and accessories shall conform to the requirements of:
1. UL 1008 - Standard for Automatic Transfer Switches.
 2. NFPA 70 - National Electrical Code.
 3. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
 4. NFPA 110- Emergency and Standby Power Systems

WARRANTY

In addition to standard one (1) year warranty on all labor and materials, provide an additional one (1) year warranty on all equipment that is modified, repaired or replaced while under warranty. This additional warranty shall begin at the completion of any warranty work.

PART 2 – PRODUCTS

Transfer switches furnished and installed as part of this project are replacing existing transfer switches. Transfer switches shall be supplied “open” style without an enclosure. The existing enclosures and upstream/downstream conductors are to be re-used. Transfer switches furnished under this specification shall be compatible with existing conditions including but not limited to contactor orientation, size, and mounting arrangement.

Construction Materials and Workmanship Standards: Provide only materials that are new, of the type and quality specified. All electric materials, equipment, and workmanship shall conform to the applicable standards of the following organizations: National Electric Code (NEC), National Electrical Manufacturing Association (NEMA), Underwriters Laboratory (UL), and Insulated Cable Engineer Association (ICEA).

AUTOMATIC TRANSFER SWITCH

- A. Description
1. Transfer switches shall be supplied matching or exceeding the requirements shown on the Drawings. Characteristics shown on the Drawings include but are not limited to voltage, amperage, number of poles, and fault current rating.
- B. Construction:
1. Contacts shall be silver plated (or silver alloy) rated for 600 VAC minimum.
 2. Control switches shall be located on and visible/operable through the front of the existing enclosure door.
 3. The transfer switch shall be double throw construction, positively electrically and mechanically interlocked to prevent simultaneous closing and mechanically held in both normal and emergency positions.
 4. The electrical operating means shall be by electric solenoid and operated from the source to which it is transferring. Every portion of the contactor is to be positively mechanically connected. No clutch or friction drive mechanism is allowed.
 5. Switch shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.

6. Load break contacts shall be quick-make, quick-break. Designs utilizing components of molded-case circuit breakers, contactors, or parts there of which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
7. Manual operating means shall be provided. The opening and closing speed of the switch contacts shall be the same for automatic and manual operation. The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching and maintenance.

C. Performance:

1. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
2. Transfer switch shall be electrically operated mechanically held.
3. The transfer switch shall be approved for manual operation.
4. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
5. Independent break before make action shall be used to prevent source to source connections.
6. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors.

D. Controls:

1. The control panel shall direct the operation of the transfer switch. The panel's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and inherent serial communications capability. The control panel shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the control panel to be disconnected from the transfer switch for routine maintenance.
2. The control panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers.
3. The control panel shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 - a. IEEE472 (ANSI C37.90A) Ring wave test.
 - b. ENC55011 1991 Class A Conducted and radiated emission.
 - c. IEC801-2 1991 (EN61000-4-2) Electrostatic discharge immunity, direct contact & air discharge.
 - d. IEC801-3 1984 (ENV50140) Radiated electromagnetic field immunity.
 - e. IEC801-4 1988 (EN61000-4-4) Electrical fast transient immunity.
 - f. ENV50142 (EN61000-4-5) Surge immunity.
 - g. ENV50141 HF Conducted disturbances immunity.
 - h. EN61000-4-11 Voltage dips and interruptions immunity.
 - i. Mil Std 461, Class 3C, Group 1 Test UM05 Radiated & conducted electromagnetic emissions.

4. All control equipment shall have a transparent safety shield to protect all solid state circuit boards.
5. The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.
6. An engine generator exercising timer shall be provided, including a selector switch to select exercise with or without load transfer. The exerciser shall be programmable to enable exercise for 1 minute to 24 hours per day in 1 minute increments for 1 to 7 days per week.
7. The transfer switch shall have a time delay neutral feature to provide a time delay (adjustable) during the transfer in either direction, during which time the load is isolated from both power sources. A switch shall be provided to bypass all transition features when immediate transfer is required.
8. Front mounted controls shall include graphical LCD display for viewing all available data and setting desired operational parameters. Include on the front mounted controls:
 - a. Test switch to simulate a normal source failure (with full use of time delays).
 - b. Test switch which bypasses all time delays to allow for testing of the entire system in less than 5 minutes.
 - c. AUTOMATIC mode to set the system for normal operation.
9. Provide manual operating mechanism to allow for manual transfer.
10. Indicating lights shall be provided, one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).
11. Terminals shall be provided to indicate actual availability of the normal and emergency sources, as determined by the voltage sensing pickup and dropout settings for each source.
12. The controls are to be mounted through the door of the existing transfer switch enclosure.
13. Provide controller with backup power: UPS shall be provided to allow controller to run for 3 minutes minimum without AC power.

E. Voltage and Frequency Sensing:

1. The transfer switch shall have an inphase monitor that allows the switch to transfer between live sources if their voltage waveforms become synchronous within 20 electrical degrees within 10 seconds of transfer initiation signal. If the inphase monitor will not allow such a transfer, the control must default to time delay neutral operation.
2. The voltage of each phase of the normal source shall be monitored, with pickup adjustable from 85% to 100% of nominal and dropout adjustable from 75% to 98% of pickup setting.
3. Single-phase voltage sensing of the emergency source shall be provided, with pickup voltage adjustable from 85% to 100% of nominal and independent frequency sensing with pickup adjustable from 90% to 100% of nominal.

4. Repetitive accuracy of all settings shall be within $\pm 2\%$ over an operating temperature range of -20°C to 70°C .
5. Voltage and frequency settings shall be field adjustable in 1% increments without the use of tools, meters or power supplies. Actual settings shall be clearly defined in the operator's manual.
6. When retransferring the load to the line after normal power restoration, a return to utility timer (adjustable) shall delay this transfer to avoid short term power restoration.

Time Delays:

1. A time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Adjustable from 0 to 6 seconds.
2. A time delay shall be provided on transfer to emergency, adjustable from 0 to 5 minutes for controlled timing of transfer of loads to emergency. There shall be a switch to bypass this warm-up timer when immediate transfer is required.
3. A time delay shall be provided on retransfer to normal, adjustable from 0 to 30 minutes. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable.
4. A time delay shall be provided on shutdown of engine generator for cool-down, adjustable from 0 to 60 minutes.
5. All time delays shall be fully field adjustable without the use of tools.

Basis of Design:

1. ASCO, Series 300.

PART 3 – EXECUTION

GENERAL

- A. Workmanship and method of construction shall conform to the applicable standards of the National Electric Code (NEC) and manufacturer's instructions.
- B. Examine the areas and conditions under which Work of this Section will be performed prior to ordering equipment. Supplied equipment shall be compatible with existing conditions. Contract Changes due to the Contractor's failure to familiarize himself with the existing conditions will not be issued.
- C. All pump station outages shall be coordinated with the Owner. Pump Station outages to facilitate the removal and replacement of the existing transfer switch is limited to forty-eight (48) hours and may only proceed with written approval of the Owner.
- D. Contractor is responsible for removing existing transfer switch replaced by proposed equipment. Salvage existing equipment and provide to Owner. Holes and penetrations in existing enclosure that are not re-used shall be covered with like material.

TESTS AND CERTIFICATION

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- C. Functional Acceptance Tests: Tests shall include simulating power failure and demonstrating the following operations for each automatic transfer switch. Contractor shall show by demonstration and in the presence of the Owner that the automatic transfer switches are in good operating condition via the following tests:
 - 1. Simulate loss of normal power
 - 2. Return to normal/preferred power.
 - 3. Simulate loss of emergency power.
 - 4. Simulate all forms of single-phase conditions.
- D. Verification of Operation and Timing Functions: In the presence of the Owner, verify the correct operation and review the settings of the following functions to confirm suitability for the project:
 - 1. Normal source voltage-sensing relays.
 - 2. Engine start sequence.
 - 3. Time delay upon transfer.
 - 4. Alternate source voltage-sensing relays.
 - 5. Automatic transfer operation.
 - 6. Interlocks and limit switch function.
 - 7. Time delay and retransfer upon normal power restoration.
 - 8. Demonstrate proper method to manually transfer between normal and emergency power.

SERVICE REPRESENTATION

- A. The ATS manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B. The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years.

ALARM DIALER

PART 1 - GENERAL

Description: Work included: Replace existing alarm dialers at four (4) different IDOT pump stations. Existing enclosures, associated conductors, terminal strips, and relays to remain and be re-used.

Existing automatic transfer switches at the 9th Street Pump Station, McCambridge Pump Station, 42nd Street Pump Station, and the 25th Street Pump Station will be replaced along with the alarm dialers. Replacement of the automatic transfer switches shall occur simultaneously with the replacement of the alarm dialers. Specifications on the replacement automatic transfer switches are contained within a separate section.

In addition to the alarm dialer replacement, four (4) spare alarm dialers meeting these specifications shall be provided to the Owner for future use.

SUBMITTALS – All submittals are to be submitted electronically.

- A. Product data:
 - 1. Drawings, weights, and dimensions of equipment;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Control and Wiring Diagrams

- B. Manual:
 - 1. Operation and Maintenance Manual specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts specific to this model must be included.

- C. Warranties
 - 1. Warranty and guarantee documentation.

CODES AND STANDARDS

- A. The automatic transfer switches and accessories shall conform to the requirements of:
 - 1. NFPA 70 - National Electrical Code.

WARRANTY

The dialer shall be covered by a (5) year parts and labor warranty.

PART 2 - PRODUCTS

Alarm dialers furnished and installed as part of this project are replacing existing alarm dialers. The existing enclosures and associated conductors are to be re-used. Alarm dialers furnished under this specification shall be compatible with existing conditions including but not limited to orientation, size, and mounting arrangement of existing alarm dialer.

Construction Materials and Workmanship Standards: Provide only materials that are new, of the type and quality specified. All electric materials, equipment, and workmanship shall conform to the applicable standards of the following organizations: National Electric Code (NEC), National Electrical Manufacturing Association (NEMA), Underwriters Laboratory (UL), and Insulated Cable Engineer Association (ICEA).

ALARM DIALER

A. Description

1. The dialer shall be a solid state component capable of dialing up to 16 telephone numbers, each up to 60 digits in length. Phone numbers and Standard pulse dialing or Touch Tone® DTMF dialing are user programmable via the system's keyboard or remotely via Touch Tone telephone.

B. Solid State Voice Message Recording and Playback

1. The unit shall have two different categories of speech message capability, all implemented with permanent non-volatile solid state circuitry with no mechanical mechanisms. The unit shall allow for message recording from a remote telephone as well as from the front panel.
2. The user may record and re-record his own voice messages for each input channel and for the Station ID.
3. The unit shall allow selective recording of both Normal and Alarm advisory messages for each input channel.

C. Input Monitoring

1. The basic unit shall continuously monitor the presence of AC power and the status of sixteen (16) contact closure inputs. AC power failure, or violation of the alarm criteria at any input shall cause the unit to go into alarm status and begin dial-outs. The unit shall, upon a single program entry, automatically accept all input states as the normal non-alarm state, eliminating possible confusion about Normal Open versus Normally Closed inputs. Further, as a diagnostic aid, unit shall have the capability of directly announcing the state of any given input as currently "Closed Circuit" or "Open Circuit" without disturbing any message programming.

D. Alarm and Inquiry Messages

1. Upon initiating an alarm call, the system is to "speak" only those channels which are currently in "alarm status." Inquiry phone calls can be made directly to the unit at any time for a complete status report.

- E. Acknowledgment
 - 1. Alarms are acknowledged either by pressing a Touch Tone “9” as the call is being received, or by calling the unit back after having received an alarm call.

- F. Nonvolatile Program Memory Retention
 - 1. User-entered programming and voice messages shall be kept intact, even during power failures or when all power has been removed, for up to ten (10) years. This shall be accomplished through inclusion in the system of a lithium battery separate from the unit's backup rechargeable gel cell battery.

- G. Local and Remote Programming Capabilities
 - 1. Alarm Response Delay: 0.1 to 999.9 seconds, with different delays being assignable to different alarms.
 - 2. Delay Between Alarm Call-outs: 0.1 to 99.9 minutes.
 - 3. Alarm Reset Time: 0.1 to 99 hours, or “No Reset”.
 - 4. Incoming Ring Response (Answer) Delay: 1 to 20 Rings.
 - 5. Number of Message Repetitions: 1 to 20 Repetitions.
 - 6. Auto-call Test: When enabled, the unit shall place a single round of test calls, both at the time this function is enabled, and also at regular subsequent intervals until this function is disabled.

- H. Power/Battery Backup:
 - 1. Normal power shall be 105-135 VAC, 15 watts nominal. The product is to contain its own gel cell rechargeable battery which is automatically kept charged when AC power is present. The system shall operate on battery power for a minimum of 20 continuous hours in the event of AC power failure. The built-in charger shall be precision voltage controlled, not a “trickle charger”, in order to minimize recharge time and to maximize battery life available. A UL approved power supply shall be utilized.

- I. Integral Surge Protection
 - 1. All power, phone line, dry contact, and analog signal inputs shall be protected at the circuit board to IEEE Standard 587 category B(6,000 volts open circuit/3,000 amps closed circuit). Gas tubes followed by solid state protectors shall be integral to the circuit board for each line.

- J. User Interface
 - 1. All keyboard and front panel switches shall be sealed to prevent contamination. Front panel LED's shall indicate: Normal Operation, Program Mode, Call-in Progress, Status for each Channel, AC Power present, AC Power failure, and Low, Discharging, or Recharging Battery. On any inquiry telephone call, or On-Site status check, the voice shall provide specific warning if no dialout phone numbers are entered, or if the unit is in “alarm disabled” mode, or if AC power is off or has been off since last reset. A built-in microphone shall allow anyone at a remote site to listen to local sounds and to have a two-way conversation with personnel at the dialer.

Basis of Design:

RACO, Verbatim Series VSS.

PART 3 – EXECUTION

GENERAL

- A. Workmanship and method of construction shall conform to the applicable standards of the National Electric Code (NEC) and manufacturer's instructions.
- B. Examine the areas and conditions under which Work of this Section will be performed prior to ordering equipment. Supplied equipment shall be compatible with existing conditions. Contract Changes due to the Contractor's failure to familiarize himself with the existing conditions will not be issued.
- C. All pump station outages shall be coordinated with the Owner. Replacement of automatic dialer shall occur simultaneously with the replacement of the automatic transfer switch. Pump Station outages to facilitate the removal and replacement of the equipment is limited to forty-eight (48) hours and may only proceed with written approval of the Owner.
- D. Contractor is responsible for removing existing automatic dialer replaced by proposed equipment. Salvage existing equipment and provide to Owner. Holes and penetrations in existing enclosure that are not re-used shall be covered with like material.
- E. The existing "dial-up" telephone line will be re-used.
- F. All existing input contacts to existing alarm dialers shall be transferred to proposed alarm dialers.
- G. Replacement alarm dialer messaging, number dialing, and programming shall match the proposed alarm dialer programming as much as possible. Contractor is responsible for initial programming of unit.
- H. Provide four (4) spare alarm dialers to Owner for future use.

TESTS AND CERTIFICATION

- A. Functional Acceptance Tests: Following installation and programming, Contractor shall simulate alarm initiation for all monitored points and confirm proper operation in the presence of the Owner.

TRAINING/TECHNICAL SUPPORT

- A. Contractor shall provide a minimum of (2) hours of training for the Owner on the proper operation and programming of the alarm dialer.
- B. A toll free 800 number shall be available during manufacturer's normal working day to permit users to talk directly with technical service personnel

COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

Description. This Section includes exhaust fans, louvers, and ductwork required for the McCambridge Pump Station Ventilation improvements.

SUBMITTALS

- A. All submittals shall be submitted electronically.
- B. Product Data: Include rated capacities, furnished specialties, and accessories for each type of product indicated.
- C. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- D. Operation and maintenance data.

QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. AMCA Compliance: Products shall comply with performance requirements and shall be licensed to use the AMCA-Certified Ratings Seal.
- C. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.

PART 2 – PRODUCTS

INLINE FANS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Aerovent; a Twin City Fan Company.
 - 2. Greenheck.
 - 3. Loren Cook Company.
- B. Construction:
 - 1. Impeller: Centrifugal, backward-inclined constructed of aluminum.
 - 2. Housing: Square design constructed of heavy-gauge galvanized steel with square duct mounting collars. At least (2) useable access panels with the fan in the installed orientation shall be provided.
- C. Accessories:
 - 1. As noted on the Equipment Schedule on the Drawings.
- D. Capacity
 - 1. As noted on the Equipment Schedule on the Drawings.
 - 2. Fan shall bear AMCA Certified Rating Seal for Sound and Air Performance.
- E. Electrical Characteristics and Components:
 - 1. Disconnect Switch: Factory mount disconnect switch on equipment.
 - 2. Controls: Provide controls as indicated on the Drawings.
 - 3. Motor: Open drip proof
 - 4. Other electrical characteristics as indicated on the Drawings.

COMBINATION LOUVERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Greenheck.
 - 2. Ruskin
 - 3. United Enertech Corp.
- B. Type: 6 inch deep with blades on 45 degree slope, heavy channel frame.
- C. Drainable head member and drainable stationary blades.
- D. Operable blades with vinyl blade and jamb seals and with exposed blade linkage
- E. Provide with 120V electric two-position, spring return motor actuator. Include limit switches as necessary to provide sequence of operation described on Drawings.
- F. Fabrication: Galvanized steel, welded assembly, integral flange construction.
- G. Water Penetration: Maximum of 0.01 ounces per square foot of free area at an air flow of 1169 feet per minute free area velocity when tested for 15 minutes.

STATIONARY LOUVERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Greenheck.
 - 2. Ruskin
 - 3. United Enertech Corp.
- B. Type: 4 inch deep with blades on 45 degree slope, heavy channel frame.
- C. Drainable head member and drainable stationary blades.
- D. Fabrication: Galvanized steel, welded assembly, integral flange construction.

DUCT MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards – Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G60.

SOURCE QUALITY CONTROL

- A. Sound-Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.
- B. Fan Performance Ratings: Establish flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests and ratings according to AMCA 210, "Laboratory Methods of Testing Fans for Rating."

PART 3 – EXECUTION

INSTALLATION

- A. Suspend duct and fan as close as possible to concrete ceiling to maintain vertical clear space.
- B. Follow all equipment manufacturer installation instructions.
- C. Provide (2) spare intake filters to the Owner.
- D. Adjust balancing dampers to provide equal flow between the two duct inlets.
- E. Secure louver to wall and make water tight. Louver shall be level and plumb.
- F. Install backdraft dampers, hoods, screens and other specified accessories.

BASIS OF PAYMENT

This work will be paid for at the contract Lump Sum price for PUMP STATION ELECTRICAL WORK, which includes the automatic transfer switches, alarm dialers, and common work results for HVAC.

STRUCTURAL STEEL REMOVAL

Description: This work shall consist of the removal and disposal of the existing cast iron spiral staircase in the 25th street pump station.

The Contractor shall remove all existing materials of existing spiral staircase, as indicated on the plans. These materials, when removed from the project, shall be disposed of by the contractor. No salvage.

RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall take precautions to prevent damage to existing structures that will remain in place, while performing structural steel removal. The Contractor shall be responsible for any damage or destruction of the existing facility resulting from neglect. Whenever damage occurs, the Contractor will restore the damage to a condition equal to that existing before any such damage or destruction was done.

METHOD OF MEASUREMENT

All structural steel removal shown on the plans will be measured for payment on a lump sum basis.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for STRUCTURAL STEEL REMOVAL.

FURNISHING AND ERECTING STRUCTURAL STEEL, SPECIAL

PART 1 - GENERAL

Description: This work shall consist of the fabricating and installing of the galvanized steel spiral staircase in the 25th street pump station. This includes the fabricated spiral stair, including center support column, radial treads, spiral handrail, and miscellaneous installation hardware and accessories.

SUBMITTALS

- A. Manufacturer's data sheets on stair model to be used, including:
 - 1. Preparation instructions and recommendations
 - 2. Storage and handling requirements and recommendations
 - 3. Complete assembly and anchorage requirements
- B. Shop Drawings: Indicate detailed stair configuration, supporting accessories and connections, required floor opening and stair height tolerances, and other measurements affecting the stair.
 - 1. Shop drawings shall be sealed by licensed structural engineer in Illinois.
- C. Spiral Staircase design calculations signed and sealed by a licensed structural engineer (SE)

CODES AND STANDARDS

International Building Code (IBC) 2015.

QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company specializing in the manufacture of spiral stairs with not less than ten years of documented experience.
- B. Field Measurements:
 - 1. Contractor shall field verify spiral staircase measurements prior to ordering.
 - 2. Verify that field measurements are within tolerances acceptable to manufacturer.

DELIVERY, STORAGE, AND HANDLING

- A. Store stair in manufacturer's unopened packaging until ready for installation.
- B. Handle stair as recommended by manufacturer to avoid damage to stair and adjacent finishes.

PART 2 – PRODUCTS

MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Duvinage, LLC
 2. Stairways Inc.

STAIR DESIGN

- A. Design Loads: Comply with NAAMM AMP 510
1. Uniform Live Load: 100 psf
 2. Concentrated Live Load: Minimum 300 lbs
 3. Maximum Lateral Load to Handrail: 200 lbs or 50 lb/ft
- B. Stair Design:
1. Tread Angle: 30 degrees
 2. Platform: 90 degrees
 - a. Platform Size: 3'-0" x 3'-0"
 3. Nominal Stair Diameter: ± 66 inches
 4. Floor to Floor height: ± 180.5 inches

STAIR COMPONENTS

- A. Center support pole: 3 inch diameter (minimum) schedule 40 galvanized steel pipe. Contractor shall coordinate the length and number of segments the center pole needs to be divided into, to accommodate field construction clearances, prior to ordering.
- B. Treads and Platforms: Galvanized steel checkered plate, minimum 1/4" thick
- C. Hubs: Galvanized steel hubs, machined to exact riser height required, so adjacent hubs will rest flush to one another.
- D. Balusters: Standard 3/4 inch diameter (minimum) round galvanized steel rod, formed and milled to fit the curvature of the spiral rail for a clean and neat appearance, and with countersunk holes for mechanical connection of spiral rail.
1. Ensure vertical 'balusters' are provided at 19" spacing max in accordance with OSHA 1910.29.
 2. As an alternate, provide intermediate horizontal rail in addition to the top rail, in accordance with OSHA requirements.
- E. Spiral Rail: Nominal 1 in diameter (minimum) schedule 40 cold formed galvanized steel pipe, drilled and tapped for flat head cap screws.

FABRICATION

- A. Fabricate stair to suit adjacent construction with tolerances for installation, including application of joint sealers in joints between stair and adjoining work. Contractor shall verify with staircase manufacturer on what tolerances exist between the staircase and existing structure.
- B. Weld structural stair components together, except where bolted or screwed field connections are required. Site welding is not permitted.
- C. Weld cantilever, gusset, channel support beams, and other tread supports to full length hub.
- D. Steel spiral rails to be continuous and cold formed to match spiral form of stair within specified manufacturer's minimum factory tolerance.
- E. Stair to be pre-assembled at the manufacturing facility, marked and inspected prior to shipment to insure stair construction adheres to specified requirements. On-site assembly to consist of mechanical fastening only, field welding of components will not be accepted.

FINISHES

- A. All steel surfaces, including mounting hardware and integral structural members, shall be hot dipped galvanized per AASHTO M 111 and ASTM A123. Remove scratches and blemishes from surfaces that will be exposed after installation and refinish as necessary.
- B. Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired according to ASTM A 780, whenever damage exceeds 3/16 inches in width and/or 4 inches in length. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field.

PART 3 - EXECUTION

EXAMINATION

- A. Verify that field measurements are acceptable to suit stair assembly tolerances.
- B. Do not begin installation of stair until field conditions are acceptable. Do not field cut or modify stair components.

INSTALLATION

- A. Install stair assembly in accordance with manufacturer's instructions.
- B. Install stair to be plumb, level, and true, properly aligned with adjacent work. Rigidly secure with clips, bolts, and anchors as required.

PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged components before Substantial Completion.

METHOD OF MEASUREMENT

Galvanized steel spiral staircase shown on the plans will be measured for payment on a lump sum basis.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for FURNISHING AND ERECTING STRUCTURAL STEEL, SPECIAL.

CONCRETE REMOVAL

Description: This work shall consist of sawcutting and removing the existing concrete wall in the McCambridge Avenue pump station for installation of a new louver.

RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall take precautions to prevent damage to existing structures that will remain in place, while performing concrete removal. The Contractor shall be responsible for any damage or destruction of the existing facility resulting from neglect. Whenever damage occurs, the Contractor will restore the damage to a condition equal to that existing before any such damage or destruction was done.

The applicable provisions of Sections 501 of the Standard Specifications for Road and Bridge Construction shall apply.

METHOD OF MEASUREMENT

All concrete removal shown on the plans will be measured for payment in cubic yards.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per cubic yard for CONCRETE REMOVAL.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

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

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

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

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

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

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

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

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

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

(a) **Escalated Material and/or Labor Costs.** When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

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

Extended Traffic Control occurs between December 1 and March 31:

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

Where: TE = Duration of approved time extension in calendar days.
 % = Percent maintenance for the traffic control, % (see table below).
 CUP = Contract unit price for the traffic control pay item in place during the delay.
 OCT = Original contract time in calendar days.

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

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

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

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

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

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

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

- The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

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

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

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

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: August 1, 2017

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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