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June 14, 2024 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 76T38
ST CLAIR County
Section DIST 8 DEEP WELL & PUMP REPAIRS 2024
Route FAU 9153
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 12:00 p.m. June 14, 2024 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. 76T38
ST CLAIR County
Section DIST 8 DEEP WELL & PUMP REPAIRS 2024
Route FAU 9153
District 8 Construction Funds**

Deep well and pump repairs at various locations in District 8.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

FAU ROUTE 9153 (EXCHANGE AVENUE)
SECTION DIST 8 DEEP WELL & PUMP REPAIRS 2024
ST. CLAIR COUNTY
CONTRACT NO. 76T38

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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FAU ROUTE 9153 (EXCHANGE AVENUE)
SECTION DIST 8 DEEP WELL & PUMP REPAIRS 2024
ST. CLAIR COUNTY
CONTRACT NO. 76T38

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAU Route 9153 (Exchange Avenue), Section Dist 8 Deep Well & Pump Repairs 2024, St. Clair County, Contract No. 76T38, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAU Route 9153 (Exchange Avenue)
Section Dist 8 Deep Well & Pump Repairs 2024
St. Clair County
Contract No. 76T38

LOCATION OF PROJECT

The project is located at the Bowman Pump Station located in East St. Louis on the north side of I-70 at 728 Exchange Avenue (38°38'4"N, 90°8'32"W).

DESCRIPTION OF PROJECT

The project consists of procuring and installing two dewatering pumps at the Bowman Pump Station.

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 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 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 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 MLSR and the MCAR 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 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.

PUMP STATION MECHANICAL WORK

Submersible Dewatering Pump. This work shall include furnishing and placing into operation two dewatering pumps complete with submersible motor, mounting accessories, and cable as specified herein and as indicated on the plans.

Submittals. Prior to shipment of the pumping unit the supplier shall electronically submit the following items to the Department for review:

1. Product Data:
 - a. Preliminary pump curve including flow, head, efficiency, NPSHR, and horsepower for the pump for the range of pump operation. These curves shall document compliance with the performance specifications contained within this provision. Failure to comply with all performance specifications could result in rejection of the pump.

- b. Motor characteristic curves or tabulated data (test or calculated) to indicate the speed, power factor, efficiency, current, and input horsepower. All data will be plotted or tabulated against percent load as abscissas.
 - c. Pump construction materials
 - d. Detailed drawings including but not limited to the following:
 - 1) Outline drawings of the pump showing pertinent dimensions and weights.
 - 2) Cross-sectional drawings of the pump showing each component, including guide rails as applicable. Show major or complicated sections of the pump in detail. Indicate on each drawing an itemized list of components showing type, grade, and class of material used and make and model number of standard component used.
 - e. Installation and operation manual
2. Guide Rail Fastening Plan for Dewatering Pump No. 1: Include clear description and illustration of the proposed plan for fastening the guide rails to the concrete wall and/or lower platform.
 3. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties.
 4. Factory Testing Report.

Qualification Requirements. The pump manufacturer has overall responsibility to supply a complete pumping unit including submersible pump/motor, mounting accessories, power cables, and monitoring cables that meet the requirements of this provision and the plans. Verification of existing pump station conditions impacting the construction and installation of the pump including, but not limited to, floor opening dimensions, floor elevations, and existing discharge pipe locations and elevations is the responsibility of the Contractor/pump manufacturer.

After installation, a pump station start-up shall be performed by the Contractor under the supervision of the manufacturer's authorized representative. Services shall include, but not be limited to, inspection of the completed pump station installation to ensure that it has been performed in accordance with the manufacturer's instructions and recommendations, supervision of all field-testing, and activation of the pump manufacturer's warranty. The test shall demonstrate to the satisfaction of the Department that the equipment meets all specified performance criteria, is properly installed and anchored, and operates smoothly without exceeding the full load amperage rating of the motor. The Contractor shall be responsible for coordinating the required field services with the pump manufacturer.

Factory Testing: Each completed and assembled pump/motor unit shall undergo the following factory tests at the manufacturer's plant prior to shipment. The manufacturer shall provide a certified written summary of factory test results prior to shipment of the pumps.

- Hydraulic performance test
- No-leak seal integrity test
- Electrical integrity test

Operational Requirements and Warranty. The pump manufacturer shall provide a warranty for all equipment furnished under this section against defective workmanship, materials, design, and performance for a period of three years from the date of substantial completion. If the equipment or any part thereof does not conform to these warranties and the Department notifies the manufacturer within a reasonable time after its discovery, the manufacturer shall thereupon promptly correct such nonconformity by repair or replacement.

Coordination for the down time for the equipment shall be made with the Department. The down time shall be kept to a minimum duration that is mutually agreed to by the manufacturer and the Department. The Contractor/manufacturer is liable during the warranty period for the direct cost of removing the equipment from the installed location, transporting to the manufacturer's factory or service shop for repair and return, and reinstalling onsite. The manufacturer will be given the opportunity to perform the removal and reinstallation and to select the means of transportation. The expense of removing adjacent apparatus, installing spare equipment, and costs of supplying temporary service is not included in this warranty provision.

Existing Conditions. Both dewatering pumps are located at the bottom of the rectangular below-grade concrete sump and are accessible from the lowest access floor (intermediate floor, elevation 380 per original drawings).

1. Dewatering Pump No. 1 (DP1) is located downstream of the sump trash rack.
2. Dewatering Pump No. 2 (DP2) is located at the upstream end of the sump where the 72-inch inlet pipe discharges into the sump.

An existing chain hoist (1/2-ton rating) above the access hole for DP1 is used to install and remove the pump. The Contractor is allowed to use the chain hoist to remove the existing DP1 and install the new DP1. Coordination of the use of the chain hoist shall be made with the Department.

Products. The Contractor shall provide centrifugal, single-stage, non-self-priming, submersible pumps meeting the head, capacity, speed, efficiency, and range of operation as specified.

The pumping unit design and performance shall have been demonstrated by previous successful operation of pumps of the required type and of equal design complexity by the manufacturer.

The pump shall be equipped with a submersible electric motor capable of operating on a 480-volt, 3-phase, 60-hertz frequency supply. The pump shall be capable of handling raw domestic wastewater with occasional abrasive media, such as sand and rocks. The pump shall be designed to pass non-compressible solids up to 1.75 inches in diameter.

The impeller blades shall be self-cleaning upon each rotation and shall keep the impeller blades clear of debris.

Discharge connections shall be provided to properly connect to the existing discharge piping.

The maximum horizontal width of each pump in its installed upright orientation shall be the following:

1. DP1: The maximum width, including the claw on the pump discharge, shall be 30 inches.
2. DP2: The maximum width, including the flanged discharge elbow and pump base, shall be 34 inches.

The weight of DP1, including the claw on the pump discharge, shall not exceed 850 lbs.

The motor and pump shall be supplied as a complete unit from the pump manufacturer. The pump-motor unit shall be explosion-proof with FM approval.

The materials of construction shall be as follows:

1. Pump Housing: ASTM A48, class 35B or 40B
2. Impeller: ASTM A48, class 35B or 40B

3. Motor Housing: ASTM A48, class 35B or 40B
4. Shaft Seals: Silicon carbide

Pump Performance Requirements

- A. DP1:
 1. Rated point shall be within the following capacity and total dynamic head (TDH) ranges:
 - a. 1,050-1,100 GPM at 51-52 ft TDH.
 2. Minimum efficiency at the rated point shall be 71%.
 3. Shutoff head shall be within the range of 65-98 ft.
 4. Net positive suction head required (NPSHR) at the rated point shall be less than 15 ft.
 5. Maximum allowable motor horsepower rating: 25 hp.
 6. Motor shall not be overloaded at any point on the pump performance curve.
- B. DP2:
 1. Rated point shall be within the following capacity and TDH ranges:
 - a. 425-450 GPM at 46.5-48.0 ft TDH.
 2. Minimum efficiency at the rated point shall be 61%.
 3. Shutoff head shall be within the range of 60-82 ft.
 4. NPSHR at the rated point shall be less than 12 ft.
 5. Maximum allowable motor horsepower rating: 15 hp.
 6. Motor shall not be overloaded at any point on the pump performance curve.

Motor. The pump motor shall be induction type and rated for continuous operation at submerged depths up to 40 ft. The motor enclosure shall be rated IP 68 or better. The motor will be operated at full speed.

The motor shall also be designed for continuous operation with the motor housing completely exposed to ambient air with only the pump volute submerged in the liquid. Operational restrictions or the demand for auxiliary cooling systems such as exterior fans or blowers are not acceptable. The motor shall be protected by thermal and moisture monitoring devices as recommended by the manufacturer. An electronic monitoring module shall be provided with the pump equipment for monitoring the devices.

The motor shall be capable of no less than 15 evenly spaced starts per hour.

The motor shall be provided with an integral, closed-loop motor cooling system that provides sufficient dissipation of motor heat regardless of the type of pump installation at ambient air temperatures up to 80 °F.

The motor bearings shall be sealed and permanently lubricated.

The motor shall be equipped with power and monitoring cables suitable for submersible pump applications and of sufficient length to provide the general arrangement shown on the plans. The minimum cable lengths shall be 32 ft for DP1 and 49 ft for DP2. The power cable shall be sized according to NEC and ICEA standards. The cables shall be rated for continuous submergence underwater without loss of watertight integrity to the depth indicated above.

Pump Base and Guide Rails. The Contractor will supply a base for each pump to facilitate the pump arrangement shown on the plans. The pump manufacturer shall design the base for DP1

with a 90° elbow to accommodate a claw-type connection that engages the pump with the elbow after lowering the pump on the guide rails. The design of the guide rail and claw connection shall not require personnel to access the pump base or pump discharge connection to couple or decouple the pump to the elbow. A lifting cable or chain with sufficient length to raise and lower the pump between the intermediate floor level and the pump base using the existing hoist will be provided.

The pump manufacturer shall provide guide rails for DP1 that extend above the existing lower platform grating to the height indicated on the plans. The guide rails should be supported from the concrete wall and/or the lower platform using removable mechanical fasteners. The supports shall not interfere with lowering the pump onto or raising the pump off the guide rails. The Contractor shall submit the plan for fastening the guide rails for review before fabrication or installation of the supports.

Discharge Piping. The existing discharge piping shall be connected as noted on the plans. New sections of discharge pipe (if required) shall be steel, cast iron, or HDPE and shall match the material of the existing discharge piping. Minimum required wall thickness shall be 0.25 inches for metallic pipe and DR26 for HDPE pipe.

Coating. The cast iron surfaces of the pump shall be coated with the manufacturer's standard two-part epoxy coating or a cathaphoresis base coating with powder coat top coating. New steel and cast-iron discharge piping shall be coated with a two-part epoxy coating. Apply all coatings in accordance with the coating manufacturer's latest published technical data sheets, application sheets, and MSDS sheets. Stainless steel surfaces shall not be coated.

Basis of Design. The basis of design for the pumps are listed below. Pump models from the same or another manufacturer that meet the requirements in the plans and these provisions shall be considered acceptable.

- DP1:
 - Grundfos SE.A40.200.4.52H.EX.61R.A
 - Wilo FA15.52E with Motor HC20.1-4/22K-Ex

- DP2:
 - Grundfos SE.A40.120.4.52H.EX.61R.A
 - Wilo FA10.33E with Motor FK17.1-4/16K-Ex

Execution

Installation. The existing DP1 and DP2 shall be removed, and the new DP1 and DP2 shall be installed in the sump within two separate 24-hour time frames. The Contractor shall coordinate the installation time frames with the Department. The Department may require (at its discretion) multiple days between the two 24-hour time frames, or the Department may allow the time frames to be combined into a single, continuous 48-hour time frame.

The Department will dewater the sump down to approximately an elevation 369-370, which corresponds to a depth of approximately 3-4 ft above the sump floor downstream of the trash rack. The Contractor shall be responsible for dewatering the remainder of the sump and maintaining dewatering operations as required to install the new DP1 and DP2. The Department will restrict the inflow of water to the sump during the installation time frames by closing upstream

flow control devices, but a small rate of inflow is anticipated to continue flowing into the sump. The Contractor is responsible for continually dewatering this inflow. The water removed from the sump shall be discharged into the existing storm drain inlet that ties into the below-grade 72-inch diameter discharge header. See the plans for the location of the storm drain inlet grating. At the Contractor's discretion, the Contractor may use the existing dewatering pump discharge piping for the dewatering operations instead of routing a temporary discharge pipe or hose to the storm drain inlet in the pump station yard.

The equipment furnished under this section shall be installed in accordance with the manufacturer's installation instructions. The instructions shall include a complete, orderly, step-by-step explanation of operations required and include such things as alignment procedures, bolt torque values, recommended instrument setups, recommended gauges and instruments, and similar details. An authorized factory representative shall review the pumps in the installed condition and provide written documentation that the installation complies with the manufacturer's recommendations.

The existing motor starters in the existing motor-control center (MCC) inside the electrical control/generator building should be reused. Replace the existing electronic monitoring modules in the MCC with the new modules provided with the new pumps. The Contractor should reuse the existing power and monitoring conductors and conduit between the MCC and the new junction boxes at the intermediate floor level of the sump as well as reuse the existing disconnect switches and on-off pushbuttons at the intermediate floor level of the sump to control the new dewatering pumps.

The Contractor should test each pump unit under load, at or near normal operating conditions, for at least one hour or as directed by the Department. The test will be witnessed by the Department. Without additional costs to the Department, the Contractor shall make all necessary changes and correct any errors. The Department may waive or postpone the test if sufficient water is not available.

Training for the Department for all equipment provided under this section will also be provided.

Method of Measurement. Pump station mechanical work in accordance with this provision will be measured for payment on a lump sum basis.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for PUMP STATION MECHANICAL WORK.

PUMP STATION ELECTRICAL WORK

COMMON WORK RESULTS FOR ELECTRICAL

This work includes electrical equipment coordination and installation and common electrical installation requirements.

Coordination. The Contractor shall read the entire provision covering other branches of the included work. The Contractor is responsible for coordination of their work with work performed by other trades. The Contractor is advised to consult all contract documents which may affect the

location of any equipment or apparatus furnished under this work and make minor adjustments in location as necessary to secure coordination.

System layout is schematic and exact locations shall be determined by structural and other conditions. This shall not be construed to mean that the design of the system may be arbitrarily changed. The equipment layout is to fit into the building as constructed and to coordinate with equipment included in this contract.

The Contractor shall submit all changes, other than minor adjustments, to the Engineer for approval before proceeding with the work.

The Contractor is required to visit the site and fully familiarize themselves concerning all conditions affecting the scope of work. Failure to visit the site shall not relieve the Contractor from any responsibility in the performance of their work.

All workmanship is to be of the highest quality.

The Contractor shall coordinate arrangement, mounting, and support of electrical equipment to allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated, to provide for ease of disconnecting the equipment with minimum interference to other installations, to allow right of way for piping and conduit installed at required slope, and to ensure connecting raceways, cables, wireways, cable trays, and busways are clear of obstructions and of the working and access space of other equipment.

The Contractor shall also coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

Permits, Inspections and Codes. The Contractor shall conform with all applicable federal, state and local laws, codes, and ordinances including, but not limited to, the latest approved editions of the following:

1. State Building Codes.
2. Specific Construction Safety Requirements, State Industrial Commission.
3. National Electrical Code (NFPA-70).
4. Life Safety Code, NFPA-101.
5. Occupational Safety and Health Act (OSHA) of 1971 and all amendments thereto.

Nothing contained in this contract shall be construed to conflict with these laws, codes, and ordinances and they are hereby included in these provisions.

Record Drawings. The Contractor shall record all deviations from the plans on a set of prints and deliver them to the Department upon completion of the work. Special attention shall be made to record the location of concealed boxes and service runs that shall be made at the point of installation to maintain accuracy. Sufficient dimensional tie points to permanent building features shall be provided for all buried conduits to facilitate future location.

Materials. The Contractor shall furnish new, undeteriorated materials of a quality not less than what is specified. The Contractor is to furnish and install only those brands of equipment mentioned specifically or those accepted as substitutes.

Execution

Common Requirements for Electrical Installation. The Contractor shall furnish all materials, labor, tools, transportation, incidentals, and appurtenances to complete in every detail and leave in working order all items of work called for herein or shown on the plans. This is to include any minor items of work necessary to provide a complete and fully operative electrical system which meets all required codes. The work shall comply with NECA 1.

Equipment shall be installed to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. They should be connected in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

Right of way should be given to piping systems installed at a required slope.

Protection And Cleaning. The Contractor will protect all fixtures and equipment against damage from leaks or abuse. The cost to repair or replace any fixtures or equipment made necessary by failure of the Contractor to provide suitable safeguards or protection shall be at the cost of the Contractor.

After all fixtures and equipment have been set, the Contractor shall thoroughly clean all fixtures and equipment with the manufacturer's recommended cleaning agents, including to remove stickers and other foreign matter. Every part should be left in acceptable condition, clean, and ready for use. All dents and scratches in factory prime or finish coats on all electrical equipment should be repaired. If damage is excessive, replacement may be required.

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

This work includes all methods and materials for grounding systems and equipment. The grounding system shall comply with all requirements of the National Electrical Code.

Electrical components, devices, and accessories should be listed and labeled as defined in NFPA 70, Article 100 by a testing agency acceptable to the Department and marked for their intended use. This work shall comply with UL 467 for grounding and bonding materials and equipment.

Materials.

Conductors. Insulated conductors shall be a copper wire or cable insulated for 600 V unless otherwise required by the applicable code or Engineer. Bare copper conductors shall meet the following requirements.

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

Bonding Terminations. Grounding bus shall be rectangular bars of annealed copper and 1/4 by 2 inches in cross section, unless otherwise indicated; with insulators.

Connectors. Connectors shall be listed and labeled by a nationally recognized testing laboratory as approved by the Engineer and shall be for specific types, sizes, and combinations of conductors and other items connected. Bolted connectors for conductors and pipes shall be copper or copper alloy, bolted pressure-type with at least two bolts. The pipe connectors shall be a clamp type sized for pipe. Welded connectors shall be exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

Execution

Applications. Conductors should be installed as a solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.

Grounding Bus shall be installed on insulated spacers 1 inch minimum from wall, 6 inches above finished floor unless otherwise indicated. The Contractor shall install copper grounding bar 1/4" thick x 2" wide with sufficient length to accommodate the number of terminations necessary for the installation. Pipe and equipment grounding conductor terminations shall be bolted connectors.

Equipment Grounding. A separate equipment grounding conductor, minimum size per NEC, shall be installed in each feeder, branch circuit, and control circuit conduit. Conductor insulation shall be green. **Do not** use conduit as a means for grounding of receptacles or any other such devices.

Conduit system shall be electrically continuous. All enclosures and non-current carrying metals to be grounded. All locknuts shall cut through enameled or painted surfaces on enclosures. Where enclosures and non-current carrying metals are isolated from the conduit system, use bonding jumpers with approved clamps.

Junction boxes and pull boxes shall be bonded by the use of UL listed ground screws or lugs.

Signal and Communication Equipment: For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.

Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch grounding bus.

Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

This section includes hangers and supports for electrical equipment and systems. This work shall comply with NFPA 70.

Support, Anchorage, And Attachment Components

Raceway and Cable Supports: Work shall be as described in NECA 1 and NECA 101.

Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, shall be designed for types and sizes of raceway or cable to be supported.

Structural Steel for Fabricated Supports and Restraints: Items shall be ASTM A 36/A 36M; steel plates, shapes, and bars; and black and galvanized.

Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces shall include the following:

1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel for use in hardened PCC with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
5. Toggle Bolts: All-steel springhead type.
6. Hanger Rods: Threaded steel.

Execution

Application. The Contractor shall comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this provision are stricter.

Space supports for EMT, IMC, and RMC shall be as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

Support Installation. The Contractor shall comply with NECA 1 and NECA 101 for installation requirements except as modified herein. In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

Where not indicated, select sizes of components so that strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Existing Concrete: Expansion anchor fasteners shall be used. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
2. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
3. To Light Steel: Sheet metal screws.

4. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

Painting. Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

For galvanized surfaces, the Contractor shall clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

This work includes raceways, fittings, and boxes for electrical wiring. Electrical components, devices, and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to the Engineer, and marked for intended use. Materials shall comply with NFPA 70.

Products

Metal Conduit and Tubing. Stainless steel rigid metal conduit shall be compliant with ANSI C80.1 and listed and labeled as compliant with UL 6A. Aluminum rigid metal conduit shall be compliant with ANSI C80.1 and listed and labeled as compliant with UL 6A. Fittings for conduit (including all types and flexible and liquid-tight), IMC or better, and cable shall be NEMA FB 1 and listed for type and size raceway with which used and for application and environment in which installed.

Boxes And Enclosures. Junction boxes shall be NEMA 4X, stainless steel, gasketed cover, continuous hinge with door clamps.

Execution

Raceway Application. Conduit for new pump power and monitoring cables shall be stainless steel or aluminum rigid metal conduit.

Installation shall comply with NECA 1 for installation requirements except where requirements on the plans or in the provisions are stricter. The Contractor is responsible to field verify the sizes of the existing junction boxes and associated terminal blocks. New equipment shall match the size of the existing equipment.

Exposed conduits will be run tight to the wall or ceiling and installed in a neat workmanlike manner. The Contractor shall exercise necessary precautions to prevent accumulation of water, dirt, or concrete in conduits during execution of electrical work. Conduit in which water or foreign material has been permitted to accumulate shall be thoroughly cleaned or replaced where such accumulations cannot be removed. Complete raceway installation before starting conductor installation. The Contractor shall install no more than the equivalent of three 90° bends in any conduit run.

Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG at raceway terminations at location subject to moisture or vibration.

Expansion fittings shall be installed at all locations where conduits cross building expansion joints.

Rigid conduit shall be secured at cabinets and boxes using insulated throat type grounding and bonding bushings. Locknuts shall be tightened to cut through painted surfaces.

IDENTIFICATION FOR ELECTRICAL SYSTEMS

This work includes the identification of conductors and monitoring cables. The work shall comply with NFPA 70 and with 29 CFR 1910.145.

The Contractor shall coordinate identification names, abbreviations, colors, and other features with that shown in the provisions, the plans, the manufacturer's wiring diagrams, and the Operation and Maintenance Manual and with those required by codes, standards, and 29 CFR 1910.145. Consistent designations shall be used throughout this project.

Conductor, Communication, And Control Cable Identification Materials

Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

Marker Tape: Vinyl or vinyl -cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

Execution

Application. The Contractor shall identify conductors, cables, and terminals in enclosures and at junctions, terminals, and cable pull points which will be identified by system and circuit designation.

Installation. The Contractor shall verify identity of each item before installing identification products. Identification materials and devices shall be installed at locations for most convenient viewing without interference with operation and maintenance of equipment. Devices shall be applied to surfaces that require to be completed after completing the necessary finish work.

Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

Attach non-adhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.

Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded feeder and branch-circuit conductors. Color shall be factory applied, and for sizes larger than No. 10 AWG, color shall be field applied.

1. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.

- 2 Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.

Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

Method of Measurement. Pump station electrical work in accordance with this provision will be measured for payment on a lump sum basis.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM for PUMP STATION ELECTRICAL WORK.

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 102 and 103 and Articles 105.07 and 107.20 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.

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item.”

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

FAU ROUTE 9153 (EXCHANGE AVENUE)
SECTION DIST 8 DEEP WELL & PUMP REPAIRS 2024
ST. CLAIR COUNTY
CONTRACT NO. 76T38

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

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

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

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:

FAU ROUTE 9153 (EXCHANGE AVENUE)
SECTION DIST 8 DEEP WELL & PUMP REPAIRS 2024
ST. CLAIR COUNTY
CONTRACT NO. 76T38

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	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: March 2, 2019

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

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

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

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

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

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

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

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

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the

Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

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

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBEP@illinois.gov.

- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated

for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the

- original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.
- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

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

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

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department

will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

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

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

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

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

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

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

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

“STATEMENTS AND PAYROLLS

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

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

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

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar

devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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

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

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

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

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

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

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

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

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

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

Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **15** working days.

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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