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January 19, 2018 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 78620
FRANKLIN County
Section D9 TRANSFER SWITCH 2018
Route FAI 57
District 9 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. January 19, 2018 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. 78620
FRANKLIN County
Section D9 TRANSFER SWITCH 2018
Route FAI 57
District 9 Construction Funds**

Addition of a non-automatic transfer switch and associated conduit and cabling at the West Frankfort pump station in West Frankfort.

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

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-18)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
106	Control of Materials	1
403	Bituminous Surface Treatment (Class A-1, A-2, A-3)	2
404	Micro-Surfacing and Slurry Sealing	3
405	Cape Seal	14
420	Portland Cement Concrete Pavement	24
442	Pavement Patching	26
502	Excavation for Structures	27
503	Concrete Structures	29
504	Precast Concrete Structures	32
542	Pipe Culverts	33
586	Sand Backfill for Vaulted Abutments	34
630	Steel Plate Beam Guardrail	36
631	Traffic Barrier Terminals	39
670	Engineer's Field Office and Laboratory	40
701	Work Zone Traffic Control and Protection	41
704	Temporary Concrete Barrier	42
781	Raised Reflective Pavement Markers	44
888	Pedestrian Push-Button	45
1003	Fine Aggregates	46
1004	Coarse Aggregates	47
1006	Metals	50
1020	Portland Cement Concrete	51
1050	Poured Joint Sealers	53
1069	Pole and Tower	55
1077	Post and Foundation	56
1096	Pavement Markers	57
1101	General Equipment	58
1102	Hot-Mix Asphalt Equipment	59
1103	Portland Cement Concrete Equipment	61
1106	Work Zone Traffic Control Devices	63

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	Additional State Requirements for Federal-Aid Construction Contracts	64
2	Subletting of Contracts (Federal-Aid Contracts)	67
3	X EEO	68
4	X Specific EEO Responsibilities Non Federal-Aid Contracts	78
5	X Required Provisions - State Contracts	83
6	Asbestos Bearing Pad Removal	89
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	90
8	Temporary Stream Crossings and In-Stream Work Pads	91
9	Construction Layout Stakes Except for Bridges	92
10	Construction Layout Stakes	95
11	Use of Geotextile Fabric for Railroad Crossing	98
12	Subsealing of Concrete Pavements	100
13	Hot-Mix Asphalt Surface Correction	104
14	Pavement and Shoulder Resurfacing	106
15	Patching with Hot-Mix Asphalt Overlay Removal	107
16	Polymer Concrete	109
17	PVC Pipeliner	111
18	Bicycle Racks	112
19	Temporary Portable Bridge Traffic Signals	114
20	Work Zone Public Information Signs	116
21	Nighttime Inspection of Roadway Lighting	117
22	English Substitution of Metric Bolts	118
23	Calcium Chloride Accelerator for Portland Cement Concrete	119
24	Quality Control of Concrete Mixtures at the Plant	120
25	Quality Control/Quality Assurance of Concrete Mixtures	128
26	Digital Terrain Modeling for Earthwork Calculations	144
27	Reserved	146
28	Preventive Maintenance – Bituminous Surface Treatment (A-1)	147
29	Reserved	153
30	Reserved	154
31	Reserved	155
32	Temporary Raised Pavement Markers	156
33	Restoring Bridge Approach Pavements Using High-Density Foam	157
34	Portland Cement Concrete Inlay or Overlay	160
35	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	164

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT.....	1
DISTRICT 9 NON-MANDATORY PRE-BID	1
UTILITIES	2
NOTIFICATION PRIOR TO STARTING WORK.....	3
PUMP STATION ELECTRICAL WORK.....	4
COMPENSABLE DELAY COSTS (BDE).....	11
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE).....	14
EQUIPMENT PARKING AND STORAGE (BDE)	25
LIGHTS ON BARRICADES (BDE)	26
PAYMENTS TO SUBCONTRACTORS (BDE)	27
PROGRESS PAYMENTS (BDE)	27
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	28
WEEKLY DBE TRUCKING REPORTS (BDE).....	29
WORKING DAYS (BDE).....	29

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 57 (I-57), Section D9 Transfer Switch 2018, Franklin County, Contract No. 78620 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project includes electrical improvements at the West Frankfort Pump Station in West Frankfort on the east side of I-57, (37°53'56.29"N, 88°56'41.06"W).

DESCRIPTION OF PROJECT

This project consists of the addition of a Non-Automatic Transfer Switch and associated conduit and cabling at the West Frankfort Pump Station.

The items of work are as follows:

- Mobilization
- Addition of Non-Automatic Transfer Switch

Contractor shall coordinate with Ameren to disconnect power at fuses of pole for the pump station. Station shall be without power for a maximum of 4 hours for installation requirements. Contractor shall ensure that two sets of constructions lock keys for all construction facilities are provided to the IDOT Engineer.

DISTRICT 9 NON-MANDATORY PRE-BID

Any interested parties are encouraged to attend the non-mandatory, pre-bid walk-through that will begin on January 3, 2018, 10:00 a.m., in West Frankfort at the West Frankfort Pump Station, located off the northbound ramp exiting onto I-57 from IL-149.

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

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

All Contractors are required to examine Drawings and Special Provisions carefully, visit the site and fully inform themselves as to all existing conditions and limitations prior to agreeing to perform the work. Failure to visit the site and familiarize themselves with the existing conditions and limitations will in no way relieve the Contractor from furnishing any materials or performing any work in accordance with the Drawings and Special Provisions without additional cost to the Department.

Method of Measurement. This work will not be measured for payment.

UTILITIES

Effective: 1984

Revised: February 10, 2017

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

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

Name and Address of Utility	Type	Location	Estimated Adjustment Status
Ameren Illinois ATTN: Jimmy McReynolds Tel: (618) 993-4613 Cell: (618) 294-2527 Email: jmcreynolds@ameren.com		THROUGHOUT	BEFORE OR DURING CONSTRUCTION
Clearwave Communications 2 North Vine Street Floor #2 / P.O. Box 808 Harrisburg, IL 62946 ATTN: Roth Clayton Tel: (618) 294-8078 Cell: (618) 841-2600 Email: rclayton@corp.clearwave.com		THROUGHOUT	BEFORE OR DURING CONSTRUCTION
CountryMark LLP 1200 Refinery Road Mt. Vernon, IN 47620 ATTN: Angie DeKemper Tel: (812) 838-8153 Cell: (812) 307-6100 Email: angie.dekemper@countrymark.com		THROUGHOUT	BEFORE OR DURING CONSTRUCTION

Frontier Communications 208 West Union Marion, IL 62959 ATTN: Rick Shaw Tel: (618) 997-0253 Cell: (618) 967-5540 Email: rick.shaw@ftr.com		THROUGHOUT	BEFORE OR DURING CONSTRUCTION
Mediacom 1603 E. DeYoung St. Marion, IL. 62959 ATTN: Craig Thompson Tel: (270) 703-9490 Email: cthompson@mediacomcc.com		THROUGHOUT	BEFORE OR DURING CONSTRUCTION
West Frankfort Water Dept. 110 North Jefferson West Frankfort, IL 62896 cm Co. 5McLaskey Rick Tel: (618) 937-4512 Cell: (618) 218-3222 Email: wateroffice@westfrankfort-il.gov		THROUGHOUT	BEFORE OR DURING CONSTRUCTION

The above represents the best information the Department has available and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the applicable edition of the Standard Specifications for Road and Bridge Construction shall apply. Above utility relocation information reflected as of 9/15/2017. Once the proposed right of way is clear and final plans are available, a notice will be sent to the utility companies instructing them to begin relocation of utilities in conflict with the project.

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

NOTIFICATION PRIOR TO STARTING WORK

Effective: December, 2005

Revised: February 10, 2017

Revise the first sentence of Article 107.09 Public Convenience and Safety to the following "The Contractor shall notify the Engineer at least 14 days in advance of starting any construction work. For projects involving width or height restrictions or complete closures of the roadway or ramp, an additional 7 days of notice (21 days total) will be required.

This additional notification is required so that the public can be notified of the pending construction.

PUMP STATION ELECTRICAL WORK

Non-Automatic Transfer Switch

Description

Contractor shall provide all material, equipment and labor to install an electrically operated, non-automatic transfer switch (NTS) as directed by the Engineer, and in accordance with the Standard Specifications, except as herein specified. All transfer switches, control panels, and accessories shall be of the same manufacturer. Manufacturer shall have experience in manufacturing equipment of the types and capacities indicated.

A NTS shall be installed at the pump station location as a complete installation and shall include but not be limited to the following components;

- a) An indoor mounted NTS, manually operated (complete with all component parts to make it configurable for full automatic operation). The NTS shall include: the number of poles, amperage, voltage, and withstand current ratings as specified herein. The NTS shall consist of an inherently double throw power transfer unit.
- b) A microprocessor controller, interconnected to provide push-button load transfer from one power source to another.
- c) An enclosure for the NTS that is suitable for service entrance. It shall provide all of the proper disconnecting, overcurrent protection, grounding and bonding required for service entrance equipment.
- d) All conduit and cabling needed for installation of the NTS shall be according to Sections 804, 806, 811, 813, and 817 of the Standard Specifications.
- e) All building penetrations and raceways necessary to complete the installation and seal around all penetrations; raceway systems shall be grouted in. Relocate and reconnect existing conduit, cabling and equipment as necessary to complete the installation.
- f) Restore the appearance of the building to the satisfaction of the Engineer and remove and properly dispose of all excess material and debris.

In addition, the complete installation at each location shall include all testing and start-up necessary to insure a fully functional system. Warranty, service and technical support shall be furnished as specified herein.

Codes and Standards

- a) The manufacturer shall provide a completely factory assembled, wired, tested and labeled NTS.
- b) Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).
 1. Term "NRTL" shall be defined in OSHA Regulation 1910.7.

2. Terms "listed" and "labeled" shall be as defined in National Electrical Code (NEC) Article 100.
- c) The NTS and accessories shall conform to the following requirements as applicable:
1. NFPA 70 – NEC
 2. NEC Article 702
 3. NFPA 110 Emergency and Standby Power Systems
 4. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 5. NEMA Standard ICS10 - 1993 (formerly ICS2-447) - AC Transfer Switch Equipment
 6. International Standards Organization ISO 9001
 7. UL 508 Industrial Control Equipment
 8. UL 891 Suitable for use only as service equipment
 9. UL 1008 Standard for Non-Automatic Transfer Switches

Submittal Requirements

- a) Product Data:
1. Submit for each NTS; dimensioned plans, sections and elevations showing minimum clearances, conductor entry provisions, gutter space, installed features and devices; and a materials list.
 2. Wiring diagrams (elementary or schematic) differentiating between manufacturer-installed and field-installed wiring.
 3. Single-line diagrams of NTS showing connection between switch, power panel, and service disconnect.
 4. Records of successful in-service performance.
- b) Certified test reports of laboratory tests, field tests and observations.
- c) Manufacturer's certificate of compliance to referenced standards and tested short-circuit closing and withstand ratings applicable to protective devices and current ratings used in this project, as indicated and specified herein.
- d) Operation and Maintenance (O&M) Data:
1. Include features and operating sequences, automatic and manual.
 2. List factory settings of breaker and relays and provide relay setting and calibration instructions.

Service and Technical Support

- a) Emergency service shall be provided from a manufacturer maintained service center capable of providing emergency maintenance and repairs to West Frankfort, IL with a 4 hour maximum response time.
- b) In addition, technical assistance shall be available by phone on a 24/7 basis with a knowledgeable, factory trained service technician. Technical support shall be provided as needed and at no cost during the warranty period.

- c) The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years. Replacement parts shall be maintained for a minimum of 10 years.
- d) For ease of maintenance and parts replacement, the switch nameplate shall include drawing numbers and part numbers for the main coil and control.
- e) The NTS manufacturer shall provide the Department with three (3) copies of an operations manual for the switch with accessories as defined herein.

Warranty

- a) All equipment shall be unconditionally warranted for a minimum period of (1) one year after installation.
- b) Any defects in materials or workmanship during the warranty period shall be immediately replaced in kind at no cost to the Department with new equipment of the same make and model number.

Material

- a) NTS
 - 1. Approved NTS manufacturers: ASCO, G.E. Zenith, RussElectric No substitutions shall be allowed.
 - 2. The NTS voltage systems shall be as stated 277/480V, 3 phase, 4 wire, 800A. NTS shall be configured as 3 pole, solid neutral with delayed midpoint.
 - 3. The NTS shall be electrically operated and mechanically held in both directions. The electrical operator shall be a single-solenoid mechanism, momentarily energized. Main operators which include overcurrent disconnect devices will not be accepted. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
 - 4. The NTS shall be capable of transferring load in either direction with either or both sources energized.
 - 5. The NTS shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
 - a. All main contacts shall be silver to silver type unless noted otherwise.
 - b. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual operating handle shall be provided for maintenance purposes. The handle shall permit the operator to manually stop the contacts at any point throughout their entire travel to inspect and service the contacts when required.

6. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable. Interlocked molded case circuit breakers or interlocked contactors are not acceptable.
7. The NTS shall be rated to close on and withstand the available rms symmetrical short circuit current at the NTS terminals with the type of overcurrent protection shown on the plans. WCR NTS ratings shall be as follows when used with specific circuit breakers (units - Amperes):

NTS Size	Withstand & Closing Rating MCCB*	W/CLF*
30 – 200	22,000	200,000
225 – 400	42,000	200,000
600 – 1200	65,000	200,000
1600 – 2000	85,000	200,000
2600 – 3000	100,000	200,000

*MCCB = Molded Case Circuit Breaker & *W/CLF = With current limiting fuse

8. The NTS shall have pilot lights to indicate the source to which load is connected and which source is available, green for normal and red for emergency. The pilot lights shall be the push-to-test LED type: NEMA ICS 2, heavy-duty type.
9. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully-rated AL-CU pressure connectors shall be provided. The minimum temperature rating of the connectors shall be 75 degrees C.

b) Microprocessor Controller with Control Interface Panel

1. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and inherent Ethernet communications capability. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
2. The controller shall be a fully automatic transfer switch controller setup for manual operation that can be easily converted to fully automatic operation in the future.
3. The controller shall have the following features at a minimum:
 - a. Voltage sensing for each phase of normal service. Pick-up voltage adjustable from 85% to 100% nominal and drop-out voltage adjustable from 75% to 98% pick-up value. Factory set for pick-up at 90% and drop-out at 85%.
 - b. Time-delay override of normal source voltage sensing delays in transfer and engine start signals. Adjustable from 0 to 6 seconds and factory set at 1 second.
 - c. Voltage/Frequency Lockout Relay to prevent premature transfer. Voltage pick-up adjustable from 85% to 100% nominal and factory set at 90%. Pick-up frequency adjustable from 90% to 100% nominal and factory set to pick-up at 95%.

- d. Retransfer time delay adjustable from 0 to 30 minutes and factory set at 10 minutes. Provides automatic defeat of delay upon loss of voltage or sustained undervoltage of emergency source when normal source has been restored.
 - e. Test switch to simulate normal source failure.
 - f. Transfer override switch which keeps switch connected to the emergency source regardless of condition of normal source. Pilot light indicates status.
 - g. Unassigned auxiliary contacts, 2 normally open single pole double throw contacts for each switch position rated 10 amps at 240 VAC.
 - h. Engine starting contacts, gold flashed or gold plated, rated 10 amps at 32 VDC, one normally open and one normally closed.
 - i. Engine shutdown contacts that are time delay adjustable from 0 to 5 minutes and factory set at 5 minutes.
4. The controller shall be enclosed with a protective cover and be mounted separate from the NTS for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers.
 5. An Ethernet interface shall be provided to allow remote monitoring and control by future communication system.
 6. An industrial grade 16 mm type selector switch transfer control shall be provided to transfer between the normal and emergency sources. Large, legible nameplates shall be permanently attached and located for clear identification for each operating position. In the same manner, all controls, indicators, and functions shall be plainly identified.
 7. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 - a. ANSI C37.90A/IEEE 472 Voltage Surge Test
 - b. NEMA ICS – 109.21 Impulse Withstand Test
 - c. IEC801-2 Electrostatic discharge (ESD) immunity
 - d. ENV50140 and IEC 801 – 3 Radiated electromagnetic field immunity
 - e. IEC 801 – 4 Electrical fast transient (EFT) immunity
 - f. ENV50142 Surge transient immunity
 - g. ENV50141 Conducted radio-frequency field immunity
 - h. EN55011 Group 1, Class A conducted and radiated emissions
 - i. EN61000 – 4 – 11 Voltage dips and interruptions immunity

c) Enclosure

1. The NTS shall be furnished according to Section 825 of the Standard Specifications and in a NEMA 1 enclosure.
2. Controller shall be flush-mounted display with LED indicators for switch position and source availability. It shall also include a selector switch for manual transfer to normal and emergency.
3. The complete assembly shall be degreased, and thoroughly cleaned through a five-stage aqueous process. The finish shall be ANSI-61, light gray, electrostatically-charged polyester powder paint over a phosphate coating, at a minimum of 2.0 mils in density. Finish shall be suitable for indoor and outdoor environments.
4. The connection between the integral service entrance rated breaker and the NTS shall be made with the appropriate size cable.
5. A pressure disconnect link shall be provided to disconnect the normal source neutral connection from the emergency and load neutral connections for 4-wire applications. A ground buss with multiple lug positions shall be provided.
6. Control wiring shall be rated for 600 volt, UL 1015. Wires shall be placed in wire duct or harnessed, and shall be supported to prevent sagging or breakage from weight or vibration. All wiring to hinged doors shall be run through door terminal blocks or connection plugs.

Tests and Certification

- a) The complete NTS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- b) The manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- c) The NTS manufacturer shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001.
- d) NTS shall be tested following installation. Perform electrical tests as recommended by the manufacturer and as follows:
 1. Measure phase-to-phase and phase-to-ground insulation resistance levels with insulation resistance tester, including control circuits. Use test voltages and procedure recommended by manufacturer. Meet manufacturer's specified minimum resistance.
 2. Check for electrical continuity of circuits and for short circuits.

3. Department will rent a portable generator for testing the NTS. Connect portable generator and operate pump station under load for a minimum of 30 minutes.
- e) Correct deficiencies identified by tests and prepare for retest. Verify equipment meets specified requirements.
- f) Maintain written records of observations and tests. Report defective materials and workmanship, and retest corrected items.

Installation and Start-up

- a) Prior to installation of NTS the Contractor shall examine the areas and conditions under which the NTS are to be installed and notify the Engineer in writing if unsatisfactory conditions exist.
- b) Tighten factory-made and field connections, including connectors and terminals, screw and bolts, according to equipment manufacturer's published torque tightening values. If said values do not exist UL 486A shall be used as a guideline.
- c) Install switch on 4" thick concrete housekeeping pad for freestanding equipment arrangements. Otherwise anchor to wall for smaller equipment arrangements. Install equipment such that no operating devices, pilot lights, switches, etc. are installed above 6'-7" including the thickness of the concrete housekeeping pad.
- d) The NTS shall be installed as per manufacturer's written instructions. In addition, the installation shall meet the requirements of local codes, the NEC and National Electrical Contractors Association's "Standard of Installation".
- e) All necessary conduit and cabling to install the NTS shall be installed according to Sections 804, 806, 811, 813, and 817 of the Standard Specifications.
- f) Once installation of the NTS is complete, the Contractor shall transfer load from its normal power source to emergency in order to verify smooth and proper operation is achieved. Contractor shall verify full load can be maintained from the emergency power source for a minimum of 30 minutes. When approved by the Engineer, the system shall be transferred back to its normal condition. Switching shall continue as needed and until the installation is approved by the Engineer.
- g) Contractor shall furnish water at no cost to the Department for the wet pit in order to test the NTS installation under full load, as required above. Instead of hauling water, testing could be scheduled to coincide with a rainfall event, if approved by the Engineer.
- h) Supplier's or manufacturer's representative for equipment specified herein shall be present at job site designated by Department for a minimum of 4 hours, travel time excluded, for service during pump station construction, startup, and training of Department's personnel for pump station operation.

Basis of Payment. This work shall be considered included in the cost of PUMP STATION ELECTRICAL WORK, which price shall be payment in full for all labor, equipment, and material necessary to perform the work as described herein.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

Extended Traffic Control occurs between April 1 and November 30:

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

Extended Traffic Control occurs between December 1 and March 31:

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

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

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

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

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

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

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

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

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award;
or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;

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

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

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

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

"701.11 Equipment Parking and Storage. During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.

- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer.”

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

“**701.16 Lights.** Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required
Daylight operations	None
First two warning signs on each approach to the work involving a nighttime lane closure and “ROUGH GROOVED SURFACE” (W8-I107) signs	Flashing mono-directional lights
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights
Channelizing devices for nighttime lane closures on two-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights
Devices in nighttime lane closure tapers	Steady burn mono-directional lights
Devices delineating a widening trench	None
Devices delineating patches at night on roadways with an ADT less than 25,000	None
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer.”

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

“**603.07 Protection Under Traffic.** After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours.”

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

“If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.”

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

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

"This mobilization payment shall be made at least 14 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%"

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 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.