

69

April 26, 2019 Letting

Notice to Bidders, Specifications and Proposal



**Contract No. 74909
Various Counties
Section D7 ELECTRICAL 2019-2
Various Routes
District 7 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. April 26, 2019 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. 74909
Various Counties
Section D7 ELECTRICAL 2019-2
Various Routes
District 7 Construction Funds**

Repairing, replacing, servicing and maintaining the electrical systems within Macon, Moultrie, Shelby, Clark, Cumberland and Coles Counties.

- 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,
Acting Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

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 1-1-19)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of Various Routes, Section D7 Electrical Repair 2019-2, Various Counties, Contract No. 74909, 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 IMPROVEMENT

The work to be done under this contract will be performed in the counties of Fayette, Effingham, Jasper, Crawford, Clay, Richland, Lawrence, Wayne, Edwards and Wabash Counties in their entirety.

DESCRIPTION OF WORK

The work on this project consists of maintaining the electrical highway lighting, electrical highway warning systems, intelligent transportation system devices, and fiber optic cable along state maintained right-of-way. The Contractor shall provide all material, equipment and labor necessary to perform the electrical needs that are requested at the locations described in a Work Order from the Department of Transportation.

PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract on the date of contract execution or July 1, 2019, whichever is later.

COMPLETION DATE

All work on this contract shall be completed on or before June 30, 2020. Should the Contractor fail to complete all work by June 30, 2020, the Contractor shall be liable in accordance with Article 109.09 of the standard specifications.

TRAFFIC CONTROL PLAN

This work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during contractor operations.

Traffic Control shall be in accordance with the applicable sections of the current Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Article 107.09, Article 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control and the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards:

701001	701006	701011	701101	701106	701201
701206	701301	701400	701401	701406	701411
701421	701426	701427	701428	701456	701501
701502	701601	701602	701606	701611	701701
701801	701901				

Conformance to these traffic control and protection standards and this Traffic Control Plan will not be paid for separately, but rather the cost shall be considered included in the various contract items.

It is the intention of the Department that the various routes be kept open to traffic at all times during the construction of this section. A single lane closure will be permitted in the immediate work areas during construction. At all other times, no lane closures are allowed.

The Contractor shall utilize the proper traffic control and protection procedures required by the applicable Highway Standards listed above, to properly protect its workmen and the motoring public, when work is being performed on or near the roadway

The traffic control standard recommended is based on the Department's estimate of the nature of work, duration and equipment required to perform the repairs. Any deviation must remain in compliance to the Standard Specifications for Road and Bridge Construction, Standard Specifications for Traffic Control Items and the Manual of Uniform Traffic Control Devices, most recent edition and prior approval by the Department is required.

WORK DURING PEAK HOURS

Contractor will be permitted to work on any day from dawn to dusk unless work requires a lane restriction in a high volume area in which work may be restricted to non-rush hours.

Due to high volume of traffic and on-going construction work in the area between the I-57/70 north tri-level and the I-57/70 south tri-level, the following traffic control restrictions shall apply. (Any work in either area needs to be coordinated with any and all existing projects in the area.)

The contractor shall have all lanes of traffic open during peak hours in the appropriate direction. The Contractor will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours.

Peak hours, if applicable, will be shown on the Work Order and will be determined by the Engineer.

PENALTY DURING PEAK HOURS

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

BORROW AREAS, USE AREAS, AND/OR WASTE AREAS

Effective: November, 2009

Revised: April 3, 2018

In addition to the provisions contained in Article 107.22 of the Standard Specifications, the Contractor shall submit all required documents to the District electronically. All photos shall be in color.

CONTRACTOR'S REPRESENTATIVE

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

CONTRACTOR REQUIREMENTS

The Contractor shall be available to respond to calls for service at all times, including Saturdays, Sundays and Holidays, to correct any malfunction of equipment or effect any temporary emergency repair to damaged equipment resulting from any cause.

The Contractor shall designate at least two (2) responsible representatives of its organization of whom the Department may issue work orders and instructions. The Contractor shall provide necessary information (names and telephone numbers) of these representatives. One of these representatives shall be available at all times.

The Contractor must occupy an office and be engaged primarily in the provision of Electrical Services. The business or employees of this business should be located no more than three (3) hour drive time from the site where services are to be rendered. Response time to an emergency call shall be no more than three and one-half (3-1/2) hours. Response time begins with the receipt of the call from the Department.

When the Contractor dispatches only one person to perform the work, that person will be an International Brotherhood of Electrical Workers journeyman, tradesman or equivalent. When the job requires more than one person, an apprentice or aid may accompany the journeyman.

The Contractor shall report the existence of any defective equipment, controls, and/or accessories which may require replacement or repairing. This information shall be given to the Department representative and shall include the location of the defective item and the impact on the project.

The Contractor will be required to perform the specified work with his/her own workforce. Subcontracting of work will not be allowed without prior approval from the Department. The Contractor must provide justification for subcontracting work when requesting approval. In the event subcontracting of work is approved, the Contractor will submit actual invoices and receipts or bills from the sub-contractor documenting the cost for labor, materials, supplies and components.

CONTRACTOR RESPONSIBILITY

When repairing a damaged highway lighting standard, the Contractor shall reinstall any existing pole identification signs which were attached to the standard. If these signs were damaged to the extent they cannot be reused, the Contractor shall immediately notify the Department so that replacement sign can be installed. This requirement shall be considered included with this contract and no additional compensation shall be allowed.

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

CONTROL OF WORK

The Department will conduct frequent inspections of the respective systems and installations to determine if the servicing is being performed by the Contractor promptly and satisfactory, and in the manner specified in the contract.

CONTROLLER CABINET TYPE III

DESCRIPTION

This item shall consist of furnishing and installing Type-3 ground-mounted cabinets of the size specified in place including anchor bolts, bases, cable harnesses, ground rods, terminal boards, shelves, mounting hardware, and all miscellaneous items at locations as directed by the Engineer.

MATERIALS

Cabinets shall be of fabricated aluminum supplied in the sizes with minimum inside dimensions as listed below.

Type	Height	Width	Depth	Thicknes	Opening
E.S.P. 3	49.5 In	30 In	17 In	.185 In	38 In X 27.5 In

A heavy-duty gasket shall be installed around the cabinet door opening to provide a weather-tight seal for the protection of the enclosed equipment.

The Type-3 ground mounted cabinet shall be caulked along the entire perimeter of the base with a waterproof, non hardening compound prior to setting the cabinet on the foundation to ensure a water, dust and insect-proof seal.

The cabinet shall be provided with a screened vent under the roof overhang, but a thermostatically controlled fan is not required. No louvers or filtered air intake in the door shall be required.

The cabinet exterior surface shall be smooth, free of marks and scratches and provide an unpainted brushed aluminum finish.

The cabinet door shall be capable of being opened to various angles by a stop and catch mechanism.

The cabinet door shall be equipped with Type-2 Corbin brass locks.

The cabinet shall not be equipped with a police door.

The cabinet shall have two (2) shelves for setting counter/classifiers and other equipment. The shelves' vertical position shall be adjustable.

Materials shall conform to applicable portions of controller cabinets as listed in the Standard Specifications Section 1074.03

INSTALLATION DETAILS

Installation shall conform to applicable portions of Section 863 of the Standard Specifications.

The detector loop leads shall be equipped with lightning protection. Any lightning protection for the axle sensors shall be as recommended by the manufacturer. Lightning arrestors for the detector loop leads shall be EDCO SRA6LCBLL, manufactured by EDCO Inc. of Belleview, FL. or equivalent. The type of high quality lightning arrestors for the axle sensor lead-in shall be as recommended by the equipment manufacturers. The terminal board wiring and all other wiring and connections shall be as indicated in the wiring diagram. Open-end spade connectors shall be used and shall be of sufficient length to allow moving the I.R.D. Automatic Traffic Recorder or equal counter/classifier at least 2 feet outside the cabinet door opening without disconnecting any cables.

No holes shall be drilled through the cabinet exterior for internal equipment mounting.

Each wire entering a cabinet shall be trained in a workmanlike manner and lugged at each terminal strip. If more than one wire has a common terminal on a terminal strip, the adjacent strip shall be used and an appropriate jumped connection shall be made.

All cables and wiring entering a cabinet shall be dressed, harnessed, tied, laced, and clamped to produce a workmanlike wiring installation.

All cables, loop wires, power, shall be labeled with a Panduit type cable tag. The tag will identify the type of cable and the cable destination.

The Piezo Electric Axle Sensor Transmission Cable shall be terminated in the cabinet with a male BNC connector of a commercial grade or better and a colored strain-relief sleeve. Assembly shall be performed using proper methods and tooling. **Twist-on connectors shall not be used.**

The Piezo Electric Axle Sensor Transmission Cable color code shall be as follows:

LANE #1	RED
LANE #2	WHITE
LANE #3	GREEN
LANE #4	BLUE
LANE #5	ORANGE
LANE # 6	VIOLET

A copper grounding bus shall be mounted on the rear wall of the cabinets connecting all components to earth ground. Each cabinet shall contain a wiring diagram of the installation in addition to the diagrams which are to be submitted to the Engineer.

The cabinet shall be wired in accordance with the plans provided. Any deviation from the plans shall be submitted and approved in advance.

The Contractor shall furnish three (3) diagrams of the internal and external connections of the equipment in each cabinet. He shall also furnish the operating and maintenance instructions for all equipment supplied. One copy of the wiring diagrams for each cabinet shall be retained in each field cabinet. Wiring diagram shall be contained in a plastic pouch that shall be permanently mounted to the door of each cabinet. Contractor shall permanently mark the cabinet for each terminal connection as to function and destination.

Incidental to the cost of each cabinet, the Contractor shall construct a 5 inch PCC sidewalk of a rectangular area 3 feet by 4 feet immediately adjacent to the cabinet foundation on the same side of the foundation as the cabinet door, with the 4 foot dimension of the rectangle parallel to the cabinet door when closed. If the width of the required cabinet foundation is greater than the 3 foot width of the standard Type D concrete foundation, the 4 foot dimension of the sidewalk area shall be increased to equal the width of the foundation plus 1 foot, the area to extend 6 inches beyond each side of the foundation. This paragraph shall be applicable at all cabinet locations included in this Section. The only situations where this paragraph shall not apply are as follows: When the foundation is immediately adjacent to or within a paved sidewalk or shoulder area and no further surfacing is required. The Engineer shall be the sole judge as to the applicability of this paragraph in all questions arising there from.

No conduit shall be allowed to enter cabinet through the sides, top or back walls.

Terminal blocks provided in field cabinets shall be the heavy duty barrier type. The terminal block shall be a minimum of 2 inch wide and 1.2 inch deep. Center to center of the terminal screws or studs shall be a minimum of 0.63 inch with barriers in-between. Terminal blocks shall be rated at 45 amps 600 volts breakdown RMS line to line 11,000 V. and breakdown RMS line to ground 13,800 V. A marking strip shall be provided with each terminal block.

METHOD OF MEASUREMENT

Each cabinet installed complete and in place on a Type D concrete foundation will be counted as a single unit.

BASIS FOR PAYMENT

This work will be paid for at the contract unit price each for CONTROLLER CABINET, TYPE-III which price shall be paid in full for furnishing, wiring and installing the new cabinet, anchor bolts and terminal facilities complete.

DETECTOR LOOP LEAD-IN CABLE IN CONDUIT, CONOGA-30003

DESCRIPTION

This work consists of furnishing and installing loop detector lead-in cables or interconnect cables of the number of pairs specified in the conduit in accordance with the requirements of the Standard Specifications, Section 886 and the following exceptions or additions:

MATERIALS

The Traffic Count Detector Loop Lead-in Cable shall be Canoga 30003 or equivalent.

INSTALLATION

Each end of the cable shall be identified with wire markers as directed by the Engineer.

The drain wire of each pair shall be grounded to chassis ground in the cabinet only for interference suppression.

The electrical values of the cable shall be metered by the Contractor, in the presence of the Engineer, after they are spliced to the detector loop. Acceptance of the cable as metered shall be determined by the Engineer.

BASIS FOR PAYMENT

This work shall be paid for at the contract unit price per lineal foot for ELECTRIC CABLE IN CONDUIT, CONOGA-30003.

DETECTOR LOOP, TYPE I

DESCRIPTION

This item shall consist of furnishing, installing and testing 6' X 8' rectangular detector loops at the locations shown on the plans. The detector loops shall be installed in accordance with all details shown on the plans and applicable portions of Section 886 of the Standard Specifications. All sawcutting, detector loop installation, joint sealing, lead-ins, and testing necessary to complete the installation shall conform to the following requirements:

MATERIALS

The cable used for detector loop shall be #14-7 strand XHHW XLP-600V, encased in orange Detecta-duct tubing as manufactured by Kris-Tech Wire Company, Inc or equivalent. All loop wire shall be UL listed. Lead-ins shall be Conoga-30003 cable or equivalent from the handhole to the cabinet. The jacket shall be made of high-density polyethylene.

At ambient air temperatures above 50 degrees F, joint sealer having a minimum tensile strength of 100 P.I.E. when tested by ASTM Method D638-58T shall be used. The sealer shall have sufficient strength and resiliency to withstand stresses caused by vibrations, and pavement expansion and contraction due to temperature changes. Adhesion of the sealer to Portland cement concrete shall be at least equal to the tensile strength of the concrete. The joint sealer shall have a maximum cure time of 30 minutes. Curing shall be defined as the capability of withstanding normal traffic loads without degradation. The sealer shall meet or exceed the specifications of OZ GEDNEY DOZSeal 230 filling compound.

If the ambient air temperature is below 50 degrees F, a hard asphalt-base filling and insulating compound having a high softening point and a high pouring temperature shall be used. The filling compound shall have a softening point of not less than 235 degrees F, a summer pouring temperature of 375 degrees F, and a winter pouring temperature of 425 degrees F.

INSTALLATION DETAILS

The Engineer shall be contacted regarding proposed changes in loop locations necessitated by badly deteriorated pavement. The Engineer may relocate such loops. Detector loops may not be installed before permanent striping is completed on a newly resurfaced section of road.

Slots in the pavement shall be cut with a concrete sawing machine in accordance with the applicable portions of Section 420.05 of the Standard Specifications. The slot must be clean, dry, and oil-free. Wire shall be inserted in the pavement slot with a blunt tool which will not damage the insulation. Loops shall not be dry cut. Loops shall not be installed at an outside temperature below 50° F unless directed by Engineer.

All excess joint sealer shall be removed so that the level of the sealer in the sawcut is at the same level as the adjoining pavement.

Plastic sleeving shall be used to insulate the wire where loop wire crosses cracks and joints in the pavement. The sleeving shall be properly sealed with electrical tape to prevent joint sealer from entering sleeves. Sleeving shall extend a minimum of 8 inches each side of joint.

Detector loops shall be centered in all traffic lanes unless designated otherwise on the plans or by the Engineer. Traffic lanes shall be referred to by number, and loop wire shall be color-coded and labeled accordingly. Lane #1 shall be the southbound (westernmost) or westbound (northernmost) outside lane. Subsequent lanes are to be coded sequentially towards the opposite outside shoulder. A chart which shows the coding for each installation shall be included in each cabinet. Core holes will not be allowed at corners of loops. Sawcuts for all detector loops and lead-ins shall not be greater than 2 3/4 inches in depth.

All detector loops shall contain four (4) turns of #14 wire. Detector loops shall not be connected in series with other loops. Each detector loop shall have its own lead-in cable to the cabinet when said detector loop is over 150 feet from the cabinet. The loop lead-in shall be a Canoga 30003 cable or equivalent. Loop and lead-in wires shall be free from kinks or any insulation abrasions. Lead-ins shall be twisted in such a manner so as to prevent mechanical movement between the individual cables. Lead-in cable shall be brought into a cabinet or handhole at the time the detector loop is placed in the pavement.

Where lead-in runs are less than 150 feet, the loop wire shall be utilized as lead-in to the point of termination without splices, being twisted 5 turns per foot. The loop wire will be paid for as lead-in from the handhole to the point of termination in the cabinet.

Loop lead-ins placed in handholes shall be coiled, taped and secured to the upper portion of the handhole to protect against water damage. The excess coiled wire should not exceed 6' in length. Any other method of installation will require prior written approval of the Engineer. Each loop lead-in shall be color coded and tagged at each angled drilled hole, handhole, and junction box through which it passes and at the termination point in the cabinet.

An angled hole shall be drilled at least 12 inches in from the edge of pavement through which the 1 1/4 inch PVC conduit containing the loop lead-in cable shall be installed (see plan detail).

The loop shall be spliced to the lead-in wire with a barrel sleeve, crimped and soldered. Adhesive-lined heat shrink tubing shall be used to provide waterproof protection for the splice. The soldered connection shall be made with a soldering iron or soldering gun. No other method will be acceptable, i.e. the use of a torch to solder will not be acceptable. The heat shrink tubing shall be shrunk with a heat gun. No other method will be acceptable, i.e. the use of a torch will not be acceptable. No burrs shall be left on the wire when soldering is finished. Cold solder joints will not be acceptable.

The Traffic Count Detector Loop color code shall be as follows:

LOOP #1	GRAY
LOOP #2	ORANGE
LOOP #3	PURPLE
LOOP #4	BLUE
LOOP #5	GREEN
LOOP #6	YELLOW
LOOP #7	BROWN
LOOP #8	WHITE

At locations where there are more than eight loops , loops number nine through number sixteen shall repeat the same color code, but all loops shall additionally be marked to identify the lane.

In addition to color codes each loop shall be identified with a written label attached to the loop wire, or lead-in wire. The tags shall be Panduit #MP250W175-C or equivalent. All wires and cables shall be identified in each handhole or cabinet the cable passes through, or terminates in. The labels shall be attached to the cable by use of two cable ties.

PROTECTION OF WORK

Electrical work, equipment and appurtenances shall be protected from damage during construction until final acceptance. Electrical duct openings shall be capped or sealed to prevent the entrance of water and dirt. Wiring shall be protected from mechanical injury.

STANDARDS OF INSTALLATION

Electrical work shall be completed in a neat and workmanlike manner in accordance with the best practices of the trade. Unless otherwise indicated, materials and equipment shall be new and installed in accordance with the manufacturer's recommendations.

Except as specified elsewhere herein, materials and equipment shall be in conformance with the requirements of Section 106 of the Standard Specifications.

TESTING

Detector loops shall be tested immediately upon installation at each automated traffic recording station and again at the time of Final Acceptance Inspection in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced before final acceptance.

An electronic test instrument capable of measuring large values of electrical resistance, such as a megger, shall be used to measure the resistance of the detector loop and its lead-in. The resistance of the loop and its lead-in shall be a minimum of 100 megohms above ground under any conditions of weather or moisture. The resistance tests and all electronic tests shall be performed in the presence of the Engineer any number of times as specified by the Engineer. The loop and loop lead-in shall have an inductance between 100 microhenries and 350 microhenries. The continuity test of the loop and loop lead-in shall not indicate a resistance greater than two (2) ohms. The Contractor shall conduct all testing in the presence of the Engineer and all readings will be recorded by the Engineer. Testing shall be done with an approved loop tester.

METHOD OF MEASUREMENT

The detector loop measurement shall be the length of sawcut in the pavement which contains loop wire. The actual length of wire used in the sawcut shall not be considered in any measurement.

BASIS FOR PAYMENT

This item will be paid at the contract unit price per lineal foot for DETECTOR LOOP, TYPE I.

ELECTRICAL MAINTENANCE WORK ORDER

 Illinois Department of Transportation Division of Highways/District 7 400 West Wabash Effingham, IL 62401 Telephone: 217-342-3951				Electrical Maintenance Work Order ____			
Contractor		Date/Time Issued		Contractor Invoice No.			
County/City		Route		Date/Time Completed			
General Location			Date Submitted for Payment				
Work To Be Performed							
Special Instructions							
<p>* Please be reminded to follow the appropriate IDOT Traffic Control Standards when performing this work.</p>							
Is work performed as a result of an accident? <input type="checkbox"/> Yes <input type="checkbox"/> No				Accident Reference Number			
Work Authorized By		Invoice Reviewed By		Supervisor Authorization			
Date		Date		Date			

ELECTRONIC MAIL AND FACSIMILE MACHINE

The Contractor shall have electronic mail receiving and sending capabilities and a facsimile (fax) machine available. The Department will utilize these communication media to reduce errors in communications and to send/receive work orders, receive daily contract work activity sheets, various drawings and estimate sheets as needed. This requirement shall be included in the contract and no additional compensation shall be allowed.

FAILURE TO MEET RESPONSE TIME

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

For LEVEL 1 (Emergency Service Calls):

Work Order Amount	Monetary Deduction for Each 15 Minutes*
From \$0 to \$500	\$25
From \$501 to \$1000	\$50
From \$1001 and over	\$100

* After applicable response time expires

For LEVEL 2 (Priority Non-Emergency Service Calls) and LEVEL 3 (Routine Work Items):
\$75.00 per day per work order

For the purpose of calculating the LEVEL 2 and LEVEL 3 monetary deduction, a day shall be any (or portion of) excluding the following:

When adverse weather at the field work site prevents work on the controlling item of a work order.

When job conditions at the field work site due to recent weather conditions prevent work on the controlling item of a work order.

When work on the controlling item has been suspended by an act or omission by the Department or Engineer.

KNOCKDOWN DOCUMENTATION

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

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

IDOT INSTALLATION INSTRUCTIONS FOR THE ROADTRAX BL TRAFFIC SENSORS (OR APPROVED EQUIVALENT)

Equipment Required

The sensors should be supplied with sufficient lengths of lead-in cable to avoid splicing. NO SPLICES are allowed in the cable. The lead-in cable length should not exceed 300 feet without consulting the manufacturer. Installation brackets are included when the sensors are shipped from the manufacturer. If splicing is required, only similar grades of RG-58 cable should be used. Splices must be soldered and an approved splice kit used to waterproof the splice.

Personnel from the Illinois Department of Transportation Data Management Lab must be present to supervise installation of the axle sensors.

The following tools and accessories are required for sensor installation:

- A heavy duty (at least 35 horsepower) self-propelled concrete cutting saw equipped with a 3/4" diamond blade. If a blade of this width is not available, multiple blades can be used to form a dado.
- A water supply for blade cooling and slot washing.
- A 1/2 inch electric or air hammer drill, 1/2 inch masonry bit, hand sledge hammer and one inch chisel.
- Air compressor with hose and nozzle for cleaning and drying the slot and to power any air tools used.
- Straight edge, chalk line, minimum 1/8" diameter cord or rope for laying out the lines, upside-down pavement fluorescent spray paint, wax crayon, measuring tape to mark locations of saw cuts to be made for sensor(s) and lead-in wire.
- One half inch variable speed drill, industrial grade mixing paddles (one for mixing sensor grout & hardener and one for mixing loop sealant & hardener. Do not cross contaminate sensor grout and loop sealant by using the same mixing paddles.

- Wire Strippers. Knife type blade strippers, pliers and diagonal cutters.
- Disk grinder or heavy duty sander to remove high spots of epoxy after installation and curing.
- Wire brush to remove any remaining debris from the sawed slot and to rough up the sides of the slot after the saw cuts are completed.
- Broom to keep work area clear of debris.
- Clean rags and Isopropyl Alcohol to clean and prime concrete surface of the sawed slots.
- Plumbers putty or duct seal to form dams at the end of the sensor slot to contain the resin (grout).
- PU 200 Resin (or approved equal) for encapsulating the sensors (one can for every six feet of sensor)
- Two part cold mix loop sealant for encapsulating the loop and lead wire(s). Hot tar is not acceptable.
- Duct tape (2" minimum width) to protect the pavement edge from excess resin end loop sealant along edges of sawed slots during installation of sensors and lead wire.
- Putty Knives (3" to 4") to remove excess epoxy_or work epoxy around sensor and Small point trowel for putting resin (grout) into the slot if necessary.
- The contractor must provide_a generator suitable for any power tools since AC power is not available at most traffic count stations.
- One hundred foot fish tape.
- Heavy duty extension cord.
- Chemical proof rubber work gloves, heavy duty work gloves dust filter mask and goggles & safety glasses for eye protection.
- Trenching equipment as required to bury conduit.
- Cleaning Materials for hands and equipment.
- All necessary instructions.
- All necessary safety data (MSDS, etc)

Method of Installation

1. Mark the position of the sensor slots to be cut, perpendicular to the traffic flow. Cable runs on the pavement should also be clearly marked using wax crayons or line and fluorescent pavement paint.
2. Cut a slot 3/4" wide ($\pm 1/16$ ") and 7/8" deep (+- 1/8"). The slot should be 6" longer than the sensor. The lead out should be centered on the slot.
3. The slot must be cut in one pass using one (1) 3/4" wide diamond blade or two (2) 3/8" blades may be ganged together. The slot should be wet cut to minimize damage to the roadway surface.
4. Cut the cable slots to the edge of the roadway.
5. Clear away debris and wash the slots thoroughly. Use air supply to dry. The slots and surrounding surface must be completely clean and dry before any adhesive is poured.
6. Apply two layers of 2" duct tape on the pavement along the perimeter of the slot.
7. Position the sensor on the duct tape next to the slot. Ensure that the sensor is straight and flat. Place the clips on the sensor, about every 8"
8. Place the sensor in the slot, with the brass element about 1/4" below the road surface, and the top of the brackets about 1/8" below the road surface. Ensure the ends of the sensors are pushed down sufficiently.
9. Block the ends of the slot using plumbers putty or duct seal. Ensure that there are adequate 'dams' at both ends so that the encapsulation material (P5G Resin or approved equal) does not flow out. On the passive cable end, dam should be about 3 1/2" past the end of the lead attachment area.
10. Ensure that you are wearing rubber gloves suitable for this type of application. The sealant should not come in contact with the skin.
11. Mix the grout according to the manufactures instructions. Be sure to pre-mix the resin before combining the two parts since the filled materials have a tendency to settle. Fill the slot full of the encapsulation material. Using a trowel, distribute the encapsulation material along the sensor. Approved Installation Epoxies are-Global Resin PU 200. Remove the tape on the sides of the slot as soon as the adhesive starts to cure.
12. Carefully remove the plumbers putty or duct seal used to form the dams at both ends of the sensor
13. Route the lead in cable through the slot cut for it, and cover with loop sealant Hot Tar must not be used since the temperature is difficult to control and it can burn the cable. Scatter clean dry sand to prevent sticking.

Note: The lead-in cable slot shall run to the edge of pavement.

14. When the encapsulation material is fully cured (see manufacturers recommended cure time), grind the top of the encapsulation material flush with the road using an angle grinder. The profile should be flat or with a slight 'mound', provided that there is no concave portion to the curve.
15. Remove all work related debris from the site. When the encapsulation material is fully cured, lanes may be opened to traffic.
16. Follow the manufacturers recommended cure time.

LABOR, TOOLS, AND EQUIPMENT

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

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

Only labor onsite at work locations shall be eligible for payment. Labor rates for JOURNEYMAN ELECTRICIAN and APPRENTICE ELECTRICIAN shall be inclusive of (but not limited to) all regular and premium time, insurance, benefits, overhead, and profit. The Department will specify if the JOURNEYMAN ELECTRICIAN and/or APPRENTICE ELECTRICIAN pay items will be utilized on each individual work order.

Overtime work during nights, weekends, and holidays will be performed by the Contractor only at the direction of the Department.

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

ARROWBOARD (TRAILER MOUNTED) shall meet the requirements of Articles 701.15(i) and 1106.02. The time allowed for ARROWBOARD (TRAILER MOUNTED) shall be the actual time the arrow board is in use at the work location.

ATTENUATOR, CRASH (TRUCK MOUNTED) shall meet the requirements of Articles 701.15(h) and 1106.02. The time allowed for the ATTENUATOR, CRASH (TRUCK MOUNTED) shall be the actual time the attenuator is in use at the work location.

Individual pieces of equipment not listed in the "Equipment Watch Rental Rate Blue Book" and having a replacement value of \$2500.00 or less shall be considered to be tools or small equipment and no payment will be made for their use on this contract.

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

Method of Measurement: Labor will be measured to the nearest 0.25 hour for each JOURNEYMAN ELECTRICIAN or APPRENTICE ELECTRICIAN approved for use on the applicable work order.

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

Arrow board usage will be measured to the nearest 0.25 hour for each ARROWBOARD (TRAILER MOUNTED) approved for use on the applicable work order.

Truck mounted attenuator usage will be measured to the nearest 0.25 hour for each ATTENUATOR, CRASH (TRUCK MOUNTED) approved for use on the applicable work order.

Basis of Payment: Labor will be paid for at the contract unit price per hour for JOURNEYMAN ELECTRICIAN or APPRENTICE ELECTRICIAN.

Truck usage will be paid for at the contract unit price per hour for PICK-UP TRUCK, BUCKET TRUCK (LENGTH LESS THAN 35 FEET), or (BUCKET TRUCK (LENGTH 35 FEET TO 65 FEET).

Arrowboard usage will be paid for at the contract unit price per hour for ARROWBOARD (TRAILER MOUNTED).

Truck mounted attenuator usage will be paid for at the contract unit price per hour for ATTENUATOR, CRASH (TRUCK MOUNTED), and shall include the cost of the truck driver.

LED CONVERSION COST INCENTIVE

When work orders are submitted to replace existing HPS Luminaires with LED Luminaires there is edibility for cost incentives from the energy provider. The electrical contractor shall contact the electric provider and complete the required paperwork and application for these incentives as part of the contract and submit it to the utility provider. The reimbursement the electrical contractor receives from the energy provider shall be deducted from the invoice submitted to the Department for that work order. Documentation of the cost incentive reimbursement shall be provided with the invoices submitted to the Department for that work order.



ENERGY EFFICIENCY PROGRAMS
AmerenIllinoisSavings.com

Standard Lighting Application

Does your facility qualify?

- Non-residential facility
- Electric projects: electric delivery service rate DS2, DS3, DS4, DS5, or DS6 and Energy Efficiency Programs Charge on Ameren Illinois electric bill for the service point corresponding to the electric project. DS5 accounts should discuss with Ameren Illinois representatives prior to starting.

Does your project qualify?

- Replacing existing in-service (working) equipment with new, energy efficient equipment
- New equipment meets eligibility guidelines as specified in this application
- Estimated project completion date is by December 31, 2019

What you should know before beginning:

- Preapproval is **required** for ALL Standard Application projects requesting more than \$10,000 of incentive money. Do not purchase (including generating purchase orders) new equipment until receiving an official preapproval letter.
- Multiple incentive applications less than \$10,000 at the same facility within 120 days of each other will not be accepted. Phased projects requesting less than \$10,000 may submit separate applications when completion dates are at least 120 days apart.
- Stockpiles of equipment are not allowed: all incentivized material must be installed and operational.
- Purchases already discounted by participating retailers, including the Ameren Illinois Online Store and the Instant Incentives Offering, are not eligible.
- Projects must be completed within 120 days of equipment purchase date.
- Final application paperwork is due within 30 days of project completion **or by December 31, 2019, whichever comes first.**
- Electric projects are capped at \$500,000.
- Incentive applications are also capped at the project cost, which includes the costs of material and external labor (internal labor is not considered).
- Application paperwork can be submitted via email or hard copy. Emails that include "zip" files cannot be received. You will receive a confirmation email within two business days of submitting an application; please contact us if you do not receive a confirmation email.
- Please be aware that projects submitted on this application may only receive incentives for eligible equipment if it is (1) self-installed by an employee of the Ameren Illinois customer listed on this application, or (2) installed by an Illinois Commerce Commission-approved Certified Installer. A complete list of Certified Installers can be found at <https://www.icc.illinois.gov/utility/default.aspx?type=28>.
- Please save file to computer and use Adobe Acrobat to open the document. Most browsers (Chrome, Internet Explorer, Safari) do not auto-fill calculations

Participation instructions:

- **Step One:** Determine if your project requires preapproval. If the total incentive request is over \$10,000, preapproval is **required**.
- **Step Two, Track A:** If preapproval is required, submit the application for preapproval and do not purchase any material or generate purchase orders until a preapproval letter is issued. You will be notified if a pre-inspection is required.
- **Step Two, Track B:** If preapproval is not necessary, an application for "funds reserved" may be submitted, or the project may begin.
- **Step Three:** Within 30 days of project completion (all equipment installed and operational) or by December 31, 2019 – whichever comes first – submit a completed Incentive Payment Request form and all supporting documentation requested (or entire application, if not previously submitted). Applications are reviewed and approved projects paid within 60 days of approval.
- **Step Four:** Program staff may conduct a post installation verification inspection upon receiving final application paperwork.

* Detailed, step-by-step instructions, FAQs, and other helpful information are available in the Application Guide (AmerenIllinoisSavings.com/portals/0/business/forms/application-guide.pdf).

Instant Incentives:

Select lighting equipment is not eligible for this application, but may be purchased at a discount from participating distributors through the Instant Incentives Offering. Visit AmerenIllinoisSavings.com/instant for details.

- LED bulbs replacing existing screw-based or pin-based bulbs
- LED recessed can fixtures and trim kits
- LED linear lamps utilizing fluorescent sockets

Want to create accurate customer estimates without cut sheets or referencing the wattage lookup table?

Try the Online Lighting Application and receive your incentive faster!

<https://www.amplifyincentives.com/amil>

Ameren Illinois Energy Efficiency Program
300 Liberty Street, 5th Floor, Peoria, IL 61602
Toll Free: 1.866.800.0747 Fax: 1.309.677.7950
AmerenIllinoisSavings.com/business

Submit applications to: IllinoisBusinessProjects@ameren.com
Send questions to: IllinoisBusinessEE@ameren.com

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PARTS AND MATERIALS

The Contractor shall receive the actual cost for parts and materials supplied (including transportation charges paid by the Contractor) to which cost a maximum of 15 percent will be added for invoice amounts up to \$2,500, 10 percent for invoice amounts from \$2,500 to \$5,000 and five percent for invoice amounts greater than \$5,000. The cost of all parts and materials shall be itemized on the invoice for each work order. The actual billing invoices from the suppliers of items greater than \$100 for any single part must be submitted as documentation of parts and materials costs. When such parts and materials are furnished by the Contractor, the material shall be of the best grade of its respective kind, for the intended purpose. The Contractor is expected to make a good faith effort to purchase the parts and materials supplied by them at the lowest possible price. The transportation of the parts and materials to the location on the work order by the Contractor shall be considered included with the contract and no additional compensation shall be paid (except for when a special piece of equipment is required to properly transport the item(s)). All materials provided by the Contractor shall be new, unless otherwise stipulated, and in accordance with the standards specified.

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

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

PIEZO AXLE SENSORS, CLASS-I

DESCRIPTION

This item consists of installing one Class I Piezo Axle Sensor (AMP Model No. 0-1005438-4 BLC Sensor Class I or equivalent), in each lane indicated on the plans.

The use of Global Resin Epoxy or equivalent is necessary for proper bonding. A minimum of thirty (30) days cure time for new asphalt is required before the epoxy is used for bonding. To accelerate cure time of the epoxy at temperatures below 50°F an epoxy heater will be furnished by IDOT. The contractor shall provide a 240V generator capable of providing at least 3,600 watts of power.

Piezo axle sensors may not be installed before permanent striping is completed on a newly resurfaced section of road. Installation of an automated traffic recorder must be completed no later than sixty (60) days after installation is begun.

MATERIAL

The four (4) Class I axle sensors, necessary RG58C/U transmission cable and Global Epoxy or equivalent for encapsulating sensors shall be furnished by the Contractor. ROADTRAX BLC Traffic Sensors manufactured by AMP Incorporated or equivalent shall be installed at this location. The axle sensor shall be flexible along its longitudinal axis to allow the sensor to easily conform to the profile of the lane in which it is being installed. Class I axle sensors shall be manufactured with suitable lengths of RG58C/U transmission cable for continuous run from axle sensor through the handhole to the cabinet. Splicing of transmission cable to axle sensor shall not be permitted unless approved in advance and supervised by Mr. Ramon Taylor of the Illinois Department of Transportation.

INSTALLATION

Installation shall be in accordance with the attached instructions. The Engineer should be advised at least three days prior to installation. Mr. Ramon Taylor of the Illinois Department of Transportation, telephone (217) 782-2065, must be present to supervise installation of the axle sensors.

Heated loop sealers shall not be used to seal the RG58C/U transmission cable in the pavement sawcut. Sealex or equivalent loop sealant shall be used.

TESTING

Piezo axle sensors shall be tested immediately upon installation and again at the time of Final Acceptance Inspection in the presence of the Engineer. The tests shall be performed utilizing an oscilloscope to ensure acceptable, clean signals of proper amplitude and polarity. Sensors that fail to test satisfactorily shall be repaired or replaced before final acceptance.

BASIS FOR PAYMENT

This work shall be paid for at the contract unit price per lineal foot for PIEZO AXLE SENSOR, CLASS I, measured along the sawcut in the pavement containing the axle sensor and lead-in.

PIEZO AXLE SENSORS, CLASS-II

DESCRIPTION

This item consists of installing one Class II Piezo Axle Sensor (AMP Model No. 0-1004673-0 BLC Sensor Class II or equivalent), in each lane indicated on the plans.

The use of Global Resin Epoxy or equivalent is necessary for proper bonding. A minimum of thirty (30) days cure time for new asphalt is required before the epoxy is used for bonding.

Piezo axle sensors may not be installed before permanent striping is completed on a newly resurfaced section of road. Installation of an automated traffic recorder must be completed no later than sixty (60) days after installation is begun.

Personnel from the Illinois Department of Transportation Data Management Lab must be present to supervise installation of the axle sensors.

MATERIAL

The Class II axle sensors, necessary RG58C/U transmission cable and Global Epoxy or equivalent for encapsulating sensors shall be furnished by the Contractor. ROADTRAX BLC Traffic Sensors manufactured by AMP Incorporated or equivalent shall be installed at this location. The axle sensor shall be flexible along its longitudinal axis to allow the sensor to easily conform to the profile of the lane in which it is being installed. Class II axle sensors shall be manufactured with suitable lengths of RG58C/U transmission cable for continuous run from axle sensor through the handhole to the cabinet. Splicing of transmission cable to axle sensor shall not be permitted unless approved in advance and supervised by Mr. Ramon Taylor of the Illinois Department of Transportation.

INSTALLATION

Installation shall be in accordance with the attached instructions. The Engineer should be advised at least three days prior to installation. Contact Mr. Rich Marx of the Illinois Department of Transportation, telephone (217) 782-2065, to arrange a time and date for the installation. **Personnel from the Illinois Department of Transportation Data Management Lab must be present to supervise installation of the axle sensors.**

Heated loop sealers shall not be used to seal the RG58C/U transmission cable in the pavement sawcut. Sealex or equivalent loop sealant shall be used.

TESTING

Piezo axle sensors shall be tested immediately upon installation and again at the time of Final Acceptance Inspection in the presence of the Engineer. The tests shall be performed utilizing an oscilloscope to ensure acceptable, clean signals of proper amplitude and polarity. Sensors that fail to test satisfactorily shall be repaired or replaced before final acceptance.

BASIS FOR PAYMENT

This work shall be paid for at the contract unit price per linear foot for PIEZO AXLE SENSOR, CLASS II, measured along the sawcut in the pavement containing the axle sensor. The lead-in measured from the end of the axle sensor to the dive hole shall be paid for at the contract unit price per linear foot for detector loop type I. The lead-in from the dive hole to the cabinet shall be considered incidental since it is provided with the sensor.

POSSIBLE SOURCES FOR ITEMS – PERMANENT ATR

Material	Possible Source	Contact	Telephone Number	Location
Loop Detector wire encased in Orange Detecta-Duct Tubing	Kris-Tech Wire Company	Sales	(315) 339-5288	Rome, NY
Conoga 30003 2-pair shielded wire suitable for direct burial	3M Traffic Products Division	Sales	(612) 733-1110	Minneapolis, MI
RL-200 Polyurethane resin	International Road Dynamics Inc.	Scott Sherwood	(815) 675-1430	Spring Grove, IL
60J Solar Panel	Ameresco Solar	Sales	(855)-437-6527	OakBrook , IL
Class-II Peizo Sensor	Measurement Specialties Inc.	Don Halverson	(610) 650-1580	Valley Forge, PA
Class-II Peizo Sensor	International Road Dynamics	Scott Sherwood	(815) 675-1430	Spring Grove, IL
Sun Xtender Battery 12v 104ah Part # PVX-1040T	Concord Battery Corp.	Sales	(626) 813-1234	West Covina, CA
Sun Xtender Battery 12v 34ah Part # PVX-340T	Concord Battery Corp.	Sales	(626) 813-1234	West Covina, CA
SunSaver 10L solar charger Part # SS-10L-12V	Sunwise Power & Battery	Sales	(800)-817-6527	San Jose, CA
Precast Composite Concrete Handhole	Handhole.com	Sales	(800)-332-8114	Cedar Rapids, IA
Solar Panel Bracket Part # 007985	Sunwise Power & Battery	Sales	(800)-817-6527	San Jose, CA
RV 50 Wireless Modem & Antenna	CDS Office	Ron Clark	(217)-541-3410	Springfield, IL

QUANTITIES

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

RESPONSE TIMES

The Department will define the expected response times at the time of issuing the work order based on the following:

LEVEL 1 – Emergency Service Calls – Work crew/staff shall be at the location on the work order within three hours of notification during normal work hours and within three and one-half hours of notification after normal work hours. Normal work hours, for the purposes of this contract shall be hours during which the Contractor is not required to pay overtime labor rates.

LEVEL 2 – Priority Non-Emergency Service Calls – respond within 24 hours of issuance, complete work within 5 days.

LEVEL 3 – Routine Work Items – complete work within 15 days of the date work order was issued.

It shall be the Contractor's responsibility to promptly notify the Department, if for any reason, the Contractor cannot meet either the response time established at the issuance of the work order, or the response times established herein. If the emergency response time exceeds two hours, the Department has the option of contacting another Contractor.

SOLAR POWER SYSTEM

DESCRIPTION

The solar power system shall consist of the solar panel (collector) all necessary mounting hardware, post, SunSaver 10L solar charge controller, and Life line SunXtender battery Model No. PVX-1040T or equivalent with bolt terminals. This battery shall be a 12 volt, 105 ampere hour absorbed electrolyte type battery. It shall have a completely sealed, valve regulated construction. The battery shall be provided with an attached handle for carrying. The systems must be of the following capacity: All continuous vehicle ATRs shall be equipped with 60 watt solar panel or larger. The system's capacity should enable it to operate the equipment for thirty (30) consecutive days of heavily overcast weather without the power level of the battery dropping to a point at which it would no longer power or operate the equipment.

MATERIAL

The solar panel and all necessary mounting hardware shall be constructed of maintenance free materials which will not require painting. The solar panel surface shall be mounted at an angle of 65° referenced to the south horizon for maximum efficiency in this geographic region. Mounting height shall be a minimum of 9 feet above ground on a pressure-treated 4 inch x 6 inch post. Mounting in any other fashion will be as specified by the Engineer. A pullbox shall be installed in the conduit on the wood post approximately 3 feet above grade level to facilitate splicing the power wires to the solar panel.

BASIS FOR PAYMENT

This work will be paid for at the contract unit price each for SOLAR EQUIPMENT mounted on a new post which shall be payment in full for furnishing the post, the charge controller, the battery and the conduit with electric cable attached to the post.

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, 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.

Utility adjustments or relocations should not be required by this project. **The Illinois Underground Utility Facilities Damage Prevention Act** requires persons excavating to contact the one call system (J.U.L.I.E 800-892-0123 or 811) before digging.

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

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

TEST EQUIPMENT

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

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

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

TRAFFIC COUNTER – TIRTL

This work consists of furnishing and installing structural components and traffic counter system components at a location to be determined, as directed by the Engineer, and as herein specified.

The traffic counter system is installed on break-away wide flange beam steel sign supports and foundations. The installed components will complete the Traffic Counter system as herein specified. All hardware, bolts, pipes and conduits necessary to install the components will be provided by IDOT.

The components to be furnished under this item are as follows:

- Data Collection System w/cables
- Wireless Modem w/cables and 5' Antenna cable
- Dual Band Cellular/PCS Antenna
- TIRTL traffic Counter
- TIRTL Cabinets
- Solar Panels 60W 2 ea. With Mounts
- Solar Charge Regulators 2 ea.
- Batteries
- Battery Box
- Antenna and Modem Cables

Components to be furnished under this item shall conform to the following manufacturer's specification or approved equivalent:

COMPONENT

TIRTL ver. 2 Traffic Counter with Cellular Antenna and cable and external modem cable.

Control Specialists, Inc.

TIRTL Cabinets w/ir lenses (15" x 27" x 16") - Quantity 2

Control Specialists, Inc.

External Battery cabinet (16.5" x 16" x 11.5") BBA1M w/ #2 Police Lock

Ameresco

Sierra Wireless RV-50 Mobile 4G XTLE Gateway EVDO-Verizon

CDS Office Supply

Panorama Low Profile Antenna LGAM-BC3G-3SG-26-3SP

CDS Office Supply

SunSaver Solar Controller SS-10L-12V – Quantity 2

Morningstar

SunExtender PVX340T12 Volt 34 AH absorbed electrolyte battery

Concord Battery

SunExtender PVX-1040T 12 Volt 104 AH absorbed electrolyte battery

Concord Battery

60 Watt Solar Panel (#60J) – Quantity 2

Ameresco

Solar Panel Bracket (007985) – Quantity 2

Sunwize

The number of components necessary to complete each installation is shown on the plans. **All components shall be sent to the Data Management Lab to be tested, configured and installed by IDOT personnel.**

The wide flange beam break-away sign supports will be paid for separately and included for payment at the unit price per pound for STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY, as specified in Section 727 of the Standard Specifications.

The Office of Planning and Programming Data Management Lab **MUST** be contacted 2 weeks prior to ANY work being done to ensure proper post placement. If this is not done any installation discrepancies determined by the Office of Planning and Programming Data Management Lab must be rectified prior to the equipment installation.

Full manufacturer's specifications of the components to be furnished under this item shall be approved in writing prior to ordering of components. Warranty information shall be provided to the Engineer at the time of delivery of components.

Contact Information for the Office of Planning and Programming Data Management Lab:

Mr. Rich Marx

126 E. Ash Street

Springfield, IL

Phone 217 782-2065

Richard.marx@illinois.gov

Furnishing of the components necessary to complete the TRAFFIC COUNTER – TIRTL system will be paid for at the contract unit price each for TRAFFIC COUNTER and shall include all components necessary to complete each installation as herein specified.

TRENCH AND BACKFILL FOR ELECTRICAL WORK

DESCRIPTION

This work shall consist of constructing and backfilling a trench for the accommodation of raceways, unit duct, and cables.

MATERIALS

Materials shall be according to the following.

Item Article/Section	
(a) Fine Aggregate	1003.04
(b) Underground Cable Marking Tape	1066.05

CONSTRUCTION REQUIREMENTS

TRENCH

Trenching shall be as follows.

- (a) Trenches shall have a minimum depth of 2 ft (600 mm) or as otherwise indicated on the plans, and shall not exceed 1 ft (300 mm) in width without prior approval of the Engineer.

The trenches shall be constructed to permit easy installation of cable or unit duct without twisting kinks, or sharp bends.

The bottom of the trench shall be built up with suitable compacted backfill material so the raceway, unit duct or cable will have a smooth bed.

If the trench depth is less than 1 ft (300 mm) because of rock or concrete, the Contractor shall cut a groove in the obstructing material so the trench is 1 ft (300 mm) deep.

The unit duct shall be laid in this groove and covered to grade with Class SI concrete.

Where the trench depth exceeds 1 ft (300 mm), but less than 2 ft (600 mm), because of rock, the bottom shall be made smooth and free of short radius dips by filling low sections with fine aggregate.

Where separate circuit runs are to be installed parallel with each other, one common trench shall be used.

At the locations where a trench crosses other existing cable systems, the trench shall be hand dug 6.5 ft (2 m) to either side of the crossing.

The Contractor shall be responsible for damage incurred in any area of the project such as medians, pavement, shoulders, backslopes, driveways, and sidewalks and shall restore them to their original condition as directed by the Engineer.

- (b) Except where trenching is specifically indicated on the plans, the Contractor shall have the option to plow coilable nonmetallic conduit, unit duct, or cable by lay-in plow-feeding.

The installation depth shall be 2 ft (600 mm) below the finished grade or as shown on the plans.

The coilable nonmetallic conduit, duct, or cable shall be round and free of kinks when fed into the plow.

When more than one coilable nonmetallic conduit, duct, or cable is placed into a single plowed cavity, they shall be free of twists.

Before final wire and cable connections are made, the Contractor shall demonstrate that all conductors within the coilable nonmetallic conduit or duct are free to move.

Where another circuit is plowed in parallel to the first, the distance between the two shall be not less than 1 ft (300 mm) nor more than 2 ft (600 mm).

BACKFILL

Backfill material shall be free of brick, rock, or any material that could damage the cable, duct, or conduit.

Backfill material for trenches in the subgrade of the proposed improvement, and for trenches outside of the subgrade where the inner edge of the trench is within 2 ft (600 mm) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk shall be fine aggregate, gradation FA 6.

Backfill shall be deposited in uniform lifts not exceeding 6 in. (150 mm) thick loose measure.

The material in each lift shall be mechanically compacted by tamping with power tools approved by the Engineer in such a manner as not to disturb, kink, or crush the cables, conductor, duct, or conduit.

Disposal of surplus material shall be according to Article 202.03.

CABLE MARKING TAPE

Underground cable marking tape shall be installed a minimum of 6 in. (150 mm) and not more than 1 ft (300 mm) below finished grade for all underground cable and raceway runs.

Underground cable marking tape with a reinforced metallic detection strip shall be used when specified.

Splicing of the underground cable marking tape shall be accomplished with metal clips to maintain electrical continuity along the entire length of the tape. In addition to metal clips, all splices must be wrapped with a waterproof adhesive tape to prevent corrosion of the metal core.

METHOD OF MEASUREMENT

Trench and backfill, and trench and backfill in subgrade will be measured for payment in feet (meters) along the centerline of the trench.

Measurement will not be made for conduit which is pushed.

Where separate circuit runs are placed in a common trench or plowed cavity, the trench will only be measured once for payment.

Cable marking tape will not be measured for payment

Excavation in rock will be measured for payment according to Article 502.12

BASIS OF PAYMENT

Trench and backfill will be will be considered incidental to CONCRETE FOUNDATION, TYPE - D.

Excavation in rock will be paid for according to Article 502.13.

UNDERGROUND FACILITIES

The Contractor's attention is directed to the possible presence of state-owned underground electrical cable within the limits of the proposed improvement. The contractor shall request the Illinois Department of Transportation in Effingham (217-342-3951) to locate the underground facilities, providing a minimum of 72 hours notice. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) System.

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

WARRANTIES FOR SUPPLIES AND SERVICES

Contractor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawings, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in the writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

WORK ORDERS

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

If at the time of service being performed, additional work of a minor nature (not to exceed \$500) appears to be needed, the Contractor shall proceed with that work. If it appears that the additional work could result in a substantial addition or change to the current work order, the Contractor shall contact the Department's District Contact before proceeding with the additional work.

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

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

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission 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.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

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

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

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

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

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

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

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

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

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

(9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

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.”

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revise Section 669 of the Standard Specifications to read:

“SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and groundwater. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-construction Submittals. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a Regulated Substance Pre-Construction Plan (RSPCP) to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the qualifications of Contractor(s) or firm(s) performing the following work shall be listed.

- (a) On-Site Monitoring. Qualification for on-site monitoring of regulated substance work and on-site monitoring of UST removal requires either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements.

Qualification for each individual performing on-site monitoring requires a minimum of one-year of experience in similar activities as those required for the project.

- (b) Underground Storage Tank. Qualification for underground storage tank (UST) work requires licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 30 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 30 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field.

CONSTRUCTION REQUIREMENTS

669.04 Contaminated Soil and/or Groundwater Monitoring. Prior to beginning excavation, the Contractor shall mark the limits of removal for approval by the Engineer. Once excavation begins, the work and work area involving regulated substances shall be monitored by qualified personnel. The qualified personnel shall be on-site continuously during excavation and loading of material containing regulated substances. The qualified personnel shall be equipped with either a photoionization detector (PID) (minimum 10.6eV lamp), or a flame ionization detector (FID), and other equipment, as appropriate, to monitor for potential contaminants associated with volatile organic compounds (VOCs) or semi-volatile organic compounds (SVOCs). The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily, and as field and weather conditions change. Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

The qualified personnel shall document field activities using form BDE 2732 (Regulated Substances Monitoring Daily Record) including the name(s) of personnel conducting the monitoring, weather conditions, PID or FID calibration records, a list of equipment used on-site, a narrative of activities completed, photo log sheets, manifests and landfill tickets, monitoring results, how regulated substances were managed and other pertinent information.

Samples will be collected in accordance with the RSPCP. Samples shall be analyzed for the contaminants of concern (COCs), including pH, based on the property's land use history, the encountered abnormality and/or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605. The analytical results shall serve to document the level of contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, collection location and depth, and any other relevant observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846; "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039; and "Methods for the Determination of Organic Compounds in Drinking Water, Supplement III", EPA 600/R-95/131, August 1995. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective.

669.05 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.

- (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed off-site as “uncontaminated soil” according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.
- (1) The pH of the soil is less than 6.25 or greater than 9.0.
 - (2) The soil exhibited PID or FID readings in excess of background levels.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed off-site as “uncontaminated soil” according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste. The groundwater shall be containerized and trucked to an off-site treatment facility or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sewer.

All groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall be responsible for transporting and disposing all material classified as a non-special waste, special waste, or hazardous waste from the job site to an appropriately permitted landfill facility. The transporter and the vehicles used for transportation shall comply with all federal, state, and local rules and regulations governing the transportation of non-special waste, special waste, or hazardous waste.

All equipment used by the Contractor to haul contaminated material to the landfill facility shall be lined with a 6 mil (150 micron) polyethylene liner and securely covered during transportation. The Contractor shall obtain all documentation including any permits and/or licenses required to transport the contaminated material to the disposal facility.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Engineer shall coordinate with the Contractor on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate for waste disposal approval with the disposal facility. After the Contractor completes these activities and upon receipt of authorization from the Engineer, the Contractor shall initiate the disposal process.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). The Engineer shall maintain the file for all such documentation. For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation the Contractor (or subcontractor, if a subcontractor is used for transportation) is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

The Contractor shall schedule and arrange the transport and disposal of each load of contaminated material produced. The Contractor shall make all transport and disposal arrangements so no contaminated material remains within the project area at the close of business each day. Exceptions to this specification require prior approval from the Engineer within 24 hours of close of business. The Contractor shall be responsible for all other pre-disposal/transport preparations necessary daily to accomplish management activities.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill mandated by definition of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by definition of the contaminant and whether the disposal 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 Contractor shall be responsible for coordinating permits with the IEPA. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 IAC 721;

- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 IAC 811.107;
 - (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR 61.141;
 - (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
 - (6) a material subject to the waste analysis and recordkeeping requirements of 35 IAC 728.107 under land disposal restrictions of 35 IAC 728;
 - (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
 - (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.
- (b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:
- (1) the means by which the generator has determined the waste is not a hazardous waste;
 - (2) the means by which the generator has determined the waste is not a liquid;
 - (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
 - (4) if the waste does not undergo testing, an explanation as to why no testing is needed;
 - (5) a description of the process generating the waste; and
 - (6) relevant material safety data sheets.

669.07 Temporary Staging. The Contractor shall excavate and dispose of all waste material as mandated by the contaminants without temporary staging. If circumstances require temporary staging, he/she shall request in writing, approval from the Engineer.

When approved, the Contractor shall prepare a secure location within the project area capable of housing containerized waste materials. The Contractor shall contain all waste material in leak-proof storage containers such as lined roll-off boxes or 55 gal (208 L) drums, or stored in bulk fashion on storage pads. The design and construction of such storage pad(s) for bulk materials shall be subject to approval by the Engineer. The Contractor shall place the staged storage containers on an all-weather gravel-packed, asphalt, or concrete surface. The Contractor shall maintain a clearance both above and beside the storage units to provide maneuverability during loading and unloading. The Contractor shall provide any assistance or equipment requested by the Engineer for authorized personnel to inspect and/or sample contents of each storage container. All containers and their contents shall remain intact and undisturbed by unauthorized persons until the manner of disposal is determined. The Contractor shall keep the storage containers covered, except when access is requested by authorized personnel of the Department. The Engineer shall authorize any additional material added to the contents of any storage container before being filled.

The Contractor shall ensure the staging area is enclosed (by a fence or other structure) to ensure direct access to the area is restricted, and he/she shall procure and place all required regulatory identification signs applicable to an area containing the waste material. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall clearly mark all containers in permanent marker or paint with the date of waste generation, location and/or area of waste generation, and type of waste (e.g., decontamination water, contaminated clothing, etc.). The Contractor shall place these identifying markings on an exterior side surface of the container. The Contractor shall separately containerize each contaminated medium, i.e. contaminated clothing is placed in a separate container from decontamination water. Containers used to store liquids shall not be filled in excess of 80 percent of the rated capacity. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could classify the material as a hazardous waste in the container.

The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining all permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Adm. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Adm. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the DESU. Upon confirmation of a release of contaminants from the UST and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the UST is located and the DESU Manager);

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank
- (b) Identify and mitigate fire, explosion and vapor hazards;

- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the UST excavation zone and entered into subsurface structures (such as sewers or basements).

The UST excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. The material shall be approved prior to placement. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substance Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a Regulated Substance Final Construction Report (RSFCR) to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

On-site monitoring of regulated substances, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof, for ON-SITE MONITORING OF REGULATED SUBSTANCES.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of removing a UST, soil excavation, soil and content sampling, and the excavated soil, UST content, and UST disposal will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging, if required, will be paid for according to Article 109.04.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

The sampling and testing associated with this work will be paid for as follows.

- (a) BETX Soil/Groundwater Analysis. When the contaminants of concern are gasoline only, soil or groundwater samples shall be analyzed for benzene, ethylbenzene, toluene, and xylenes (BETX). The analysis will be paid for at the contract unit price per each for BETX SOIL ANALYSIS and/or BETX GROUNDWATER ANALYSIS using EPA Method 8021B.
- (b) BETX-PNAS Soil/Groundwater Analysis. When the contaminants of concern are middle distillate and heavy ends, soil or groundwater samples shall be analyzed for BETX and polynuclear aromatics (PNAS). The analysis will be paid for at the contract unit price per each for BETX-PNAS SOIL ANALYSIS and/or BETX-PNAS GROUNDWATER ANALYSIS using EPA Method 8021B for BETX and EPA Method 8310 for PNAS.
- (c) Priority Pollutants Soil Analysis. When the contaminants of concern are used oils, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and using an ICP instrument and EPA Methods 6010B and 7471A for metals.

- (d) Priority Pollutant Groundwater Analysis. When the contaminants of concern are used oils, non-petroleum material, or unknowns, groundwater samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS GROUNDWATER ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and EPA Methods 6010B and 7470A for metals.
- (e) Target Compound List (TCL) Soil Analysis. When the contaminants of concern are unknowns or non-petroleum material, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCS, priority pollutants metals, pesticides, and Resource Conservation and Recovery Act (RCRA) metals by the toxicity characteristic leaching procedure (TCLP). The analysis will be paid for at the contract unit price per each for TCL SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCS, EPA Method 8081 for pesticides, and ICP instrument and EPA Methods 6010B, 7471A, 1311 (extraction), 6010B, and 7470A for metals.
- (f) Soil Disposal Analysis. When the waste material for disposal requires sampling for disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCS, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCS, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT.”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2017

Revise the third paragraph of Article 701.11 of the Standard Specifications to read:

“When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment.”

Add the following to Article 701.15 of the Standard Specifications:

- “(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) When speed display trailers are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other speed display trailers, this work will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ± 1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125 and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the work zone posted speed limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25 mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. On any roadway facility if detected speeds are less than 25 mph, they shall not be displayed. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: August 1, 2017

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

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%”

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer’s specifications such that they are not moved by wind or passing traffic.”

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

“**701.13 Flaggers and Spotters.** Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver’s license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver’s license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor’s control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer's tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

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.

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.