

2

August 4, 2017 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 46466
Various Counties
Section D-2 REFLECTOR REPL 18-28
Various Routes
District 2 Construction Funds**

Plans Included
Herein

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

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

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

Contract No. 46466
Various Counties
Section D-2 REFLECTOR REPL 18-28
Various Routes
District 2 Construction Funds

Replacement of damaged reflective pavement markers and reflectors.

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

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

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

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RECURRING SPECIAL PROVISIONS

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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 D-2 REFLECTOR REPL 18-28, Various Counties, Contract No. 46466 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 on various highways throughout District 2 in Carroll, Jo Daviess, and Stephenson Counties as directed by the Engineer.

DESCRIPTION OF IMPROVEMENT: -

The work to be accomplished under this contract shall consist of removing reflectors, placing new reflectors, removing damaged raised reflective pavement marker castings and placing new raised pavement marker castings within the limits shown on the plan, in accordance with Standard 781001 and as directed by the Engineer.

QUANTITIES:

The quantities specified in this contract are only 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 contract regardless of the quantity.

A percentage has been added to the contract for the removal and replacement of damaged, broken or missing casting for those locations identified under reflector replacement.

The exact reflector quantities, locations, and layout details shall be as directed by the Engineer.

At the pre-construction conference, the Contractor will be given the names of individuals to contact prior to beginning work. The Contractor shall notify the appropriate individual at least **Two weeks** prior to beginning any work in the field.

COMPLETION DATE:

All work on this contract shall be completed on or before **November 30, 2018**. Should the Contractor fail to complete all work by **November 30, 2018**, the Contractor shall be liable in accordance with Article 108.09 of the Standard Specifications. **Multiple crews and/or extended work hours may be required to complete all of the described work within the allotted timeframe.**

TRAFFIC CONTROL PLAN: -

The Contractor shall arrange his work in such a manner so as to keep interruptions to traffic flow a minimum.

Traffic control shall be in accordance with the applicable sections of the 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 Articles 107.09 and 107.14 of the Standard Specifications, the following Highway Standards relating to Traffic Control and the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards:

701006	701101	701301	701306
701311	701426	701427	701501
701901			

Traffic: It is the intention of the Department that all routes be kept open to traffic at all times during the construction of this section. One-way traffic will be permitted in the immediate work areas during construction. At all other times, two-way traffic shall be maintained throughout the project.

Work Restrictions:

On US 20 in areas where there is only one lane in the direction of work activity, no lane closures will be allowed from 12:00 PM on Friday until 6:00 AM on Monday.

No lane closures will be allowed on US 20 from 2:00 PM on Friday until 6:00 AM on Tuesday for the Columbus Day Weekend.

Additional lane closure restrictions may be imposed due to inclement weather or to facilitate the flow of traffic to and from major sporting events and/or other local events as directed by the engineer.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701301: Traffic Control And Protection, Standard 701301 shall be used for reflector and marker placement on 2 lane, 2 way roads and streets when the work on that section can be completed within an hour.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701306: Traffic Control And Protection, Standard 701306 shall be used for reflector and marker placement on 2 lane, 2 way roads and streets with posted speed greater than or equal to 45 MPH.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701426: Traffic Control And Protection, Standard 701426 shall be used for reflector and marker placement on multi-lane pavements with post speed greater than or equal to 45 MPH. An additional truck with attenuator and arrow board is required in addition to the trucks shown Standard 701426 for work on highways with speeds greater than 55 MPH. The truck shall be located on the shoulder, 1000' in advance of the shoulder truck. The cost of the additional truck shall be included in the cost of Standard 701426. Work on curbed multi-lane pavements with speeds equal to 45 MPH will not require the truck which is intended to travel on the shoulder. The truck spacing shown on the traffic control details shall be adjusted to address field conditions.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701427: Traffic Control and Protection, Standard 701427 shall be used for reflector and marker placement on multi-lane pavements with posted speed less than or equal to 40 MPH.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701501: Traffic Control And Protection, Standard 701501 shall be used for reflector and marker placement on 2 lane, 2 way roads and streets with posted speed less than 45 MPH

All work using Traffic Control and Protection, Standard 701301, Traffic Control and Protection, Standard 701306, Traffic Control and Protection, Standard 701426, Traffic Control and Protection, Standard 701427, and Traffic Control and Protection, Standard 701501 will not be paid separately, but shall be included in the contract various pay item price.

REPLACEMENT OF DAMAGED RAISED REFLECTIVE PAVEMENT MARKER CASTINGS:

This work shall consist of removing damaged raised reflector pavement marker castings and repairing the pavement after the damaged casting has been removed. Then install a new raised reflective pavement marker complete with reflector as directed by the Engineer. The replacement casting shall match the model of the existing casting model installed in the pavement.

The Engineer shall mark the damaged raised pavement marker casting to be removed and replaced and advise the Contractor of the locations prior to the Contractor beginning work on that route. The removal and replacement of the damaged casting shall be completed at the same time as the reflectors are being replaced on the route.

The removal of the damaged raised pavement marker casting shall meet the requirements of Section 783 of the Standard Specifications. The hole resulting from the removal of the raised reflective pavement marker casting in Bituminous concrete surfaces shall be cleaned out with compressed air, repaired with a Bituminous Premix For Maintenance Use (Material Specification M 120-10) and compacted to the satisfaction of the Engineer. For those locations where the casting is missing and there is an existing hole, the existing hole shall be cleaned with compressed air and repaired with a Bituminous Premix For Maintenance Use (Material Specification M 120-10) and compacted to the satisfaction to the Engineer. The cost of repairing the existing hole shall be considered as included to the cost of the contract.

The hole resulting from the removal of the raised reflective pavement marker casting in Portland cement concrete pavement shall be cleaned out with compressed air, repaired with a rapid setting epoxy according to Article 781.03 and to the satisfaction of the Engineer. For those locations where the casting is missing and there is an existing hole, the existing hole shall be cleaned with compressed air and repaired with a rapid setting epoxy according to Article 781.03 and to the satisfaction of the Engineer. The cost of repairing the existing hole shall be considered as included in the cost of the contract.

This work shall be paid for at the contract unit price each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL.

The installation of the replacement raised pavement marker casting shall meet the requirements of Section 781 of the Standard Specifications. To ensure proper installation of the replacement raised pavement marker, the marker shall be located fore or aft of the damaged casting location and on the proper alignment or as directed by the Engineer.

The installation of the new casting complete with reflector shall be paid for in accordance with Article 781.05.

SPECIFICATIONS FOR BITUMINOUS PREMIX FOR MAINTENANCE USE

1.DESCRPTION. The patching material shall be composed of a mineral aggregate, plant-mixed with a liquid asphalt and chemical additives from the suppliers of the proprietary mixtures. The bituminous material shall be capable of coating wet aggregates without stripping, and shall be available in various grades so that one such grade will enable a stockpile to remain pliable and workable at a temperature of -26 °C (-15 °F). The patching material shall be capable of maintaining adhesive qualities in patched areas which are damp or wet at time of application, and also after remaining in an uncovered stockpile for up to twelve (12) months.

2.MATERIALS. Control of the materials shall be in accordance with the general requirements of Section 106 of the current Standard Specifications for Road and Bridge Construction. If required, a five kilogram (ten-pound) sample of the mineral aggregate and one-liter (one-quart) sample of the liquid asphalt shall be submitted to the Bureau of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois, for performing the tests specified herein.

(a) Aggregate

All Coarse Aggregate used in the proprietary mixtures shall consist of crushed stone of Class B quality or better as defined in Article 1004.01(a) & (b) of the above cited Standard Specifications.

(b) Bituminous Materials

The bituminous material shall be a formulation of the liquid asphalt blend prepared under the supervision of the proprietary mix supplier. It shall meet the requirements of ASTM D 2026 or ASTM 2027, whichever applies, modified as follows

Various Routes
Section D-2 REFLECTOR REPL 18-28
Various Counties
Contract No. 46466

	OPTIMIX	QPR-2000	SYLCRETE EV	SYLCRETE VA	UPM	EZ STREET	SMP	SAKRETE ALL WEATHER	PROLINE
ASTM D 92 Flash point (COC) °C (°F) - minimum	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)	94 (200)	121 (250)
ASTM D 2170 Kinematic Viscosity 60 °C (140 °F) mm ² /s (cSt)	350-3000	300-4000	300-4000	300-4000	400-2500	280-400 (cPs)	300-4000	300-4000	400-600
ASTM D 95 Water % - maximum	0.2	0.2	0.2	0.2	0.2	---	0.2	0.2	0.1
ASTM D 402 Distillate % by Volume of Original Sample <u>Temperature</u> Distillate to 225 °C (437 °F) Distillate to 260 °C (500 °F) Distillate to 315 °C (600 °F) Residue from distillation to 360 °C (680 °F) % Volume by Difference	0 0-5 0-21 70-94	0 0-5 0-25 72-95	0 0-5 0-25 ---	0 0-5 0-25 ---	0 0-5 0-18 73-95	0 0-5 8-50 70-95	0 0-5 0-25 72-95	0 0-5 0-25 72-95	0 0-0 0-55 80-90
Residue Tests: ASTM D 2171 Absolute Viscosity 60 °C(140 °F) Pascal Seconds (Poises) ASTM D 5 Penetration 25 °C (77 °F) 100 g, 5s – minimum ASTM D 5 Penetration, modified with cone, 25 °C (77 °F) 150 g, 5s – minimum ASTM D 113 Ductility 21 °C (70 °F) 1cm/min. cm – minimum ASTM D 113 Ductility 4 °C (39 °F) 1cm/min, cm – minimum ASTM D 2042 Solubility in Trichloroethylene % - minimum	11.5-44.0 (115-440) --- 200 --- 85 99.0	12.5-42.5 (125-425) 200 --- --- 100 100 99.0	12.5-42.5 (125-425) --- 180 100 --- 99.0	12.5-42.5 (125-425) --- 180 100 --- 99.0	12.5-42.5 (125-425) --- 180 --- 100 100 99.0	12.0-42.5 (120-425) --- 180 100 100 99.0	12.5-42.5 (125-425) 200 --- --- 100 100 99.0	12.5-42.5 (125-425) 200 --- --- 100 100 99.0	12.5-42.5 (125-425) 300 --- --- --- 100 99.9

(c) Stripping Tests

The combined UPM and liquid asphalt shall meet the following stripping tests:

- (1) Stripping Tests: Dry Aggregate. Two-hundred grams of the air-dried aggregate passing the 12.5 mm (½-inch) sieve and retained on the 4.75 mm (No. 4) sieve shall be combined with 6.3 percent, by weight, UPM liquid asphalt and mixed in a hemispherical metal dish with a stiff spatula for three to five minutes or until a uniform coating is obtained. Twenty-five grams of this material shall be immediately place in an oven at $60\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ ($140\text{ }^{\circ}\text{F} \pm 5\text{ }^{\circ}\text{F}$), for eighteen to twenty-four hours, after which it shall be thoroughly mixed and allowed to cool to room temperature. The sample shall then be immersed in water at a temperature of $49\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ ($120\text{ }^{\circ}\text{F} \pm 5\text{ }^{\circ}\text{F}$), and maintained at this temperature for twenty-four hours. At the end of this period, the area of the aggregate remaining coated shall be determined visually while the sample is still immersed in water. Surface coating of at least 90 percent must be retained on the aggregate. A test similar to the above using MC-250 shall be made for comparison.
- (2) Stripping Test: Wet Aggregate. Two-hundred grams of the aggregate passing the 12.5 mm (½-inch) sieve and retained on the 4.75 mm (No. 4) sieve shall be immersed in water for twenty-four hours and the excess water drained off, leaving the aggregate surface wet. This aggregate shall be combined with 6.3 percent, by weight, UPM liquid asphalt and mixed in a hemispherical metal dish with a stiff liquid spatula for three to five minutes or until a uniform coating is obtained. Twenty-five grams of this material shall be immediately place in an oven at $60\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ ($140\text{ }^{\circ}\text{F} \pm 5\text{ }^{\circ}\text{F}$), for eighteen to twenty-four hours, after which it shall be thoroughly mixed and allowed to cool to room temperature. The sample shall then be immersed in water at a temperature of $49\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ ($120\text{ }^{\circ}\text{F} \pm 5\text{ }^{\circ}\text{F}$), and maintained at this temperature for twenty-four hours. At the end of this period, the area of the aggregate remaining coated shall be determined visually while the sample is still immersed in water. Surface coating of at least 90 percent must be retained on the aggregate. A test similar to the above using MC-250 shall be made for comparison. In estimating the percentage of area remaining coated, any thin or translucent area shall not be considered as being coated

Proprietary mixes, Sylcrete EV, Sylcrete VA, Optimix, QPR-2000, EZ Street, SMP, Sakrete All Weather, and Proline shall meet the following stripping tests.

- (1) Place 50 grams of cold mix into a beaker containing 400 ml of boiling distilled water. Bring back to boiling and boil for 3 minutes with constant stirring at 1 revolution per second. At the end of 3 minutes, remove the beaker from the heat source and immediately decant the water. Empty the wet mix onto a paper towel and examine. The retained coating shall not be less than 95 percent.
- (2) AASHTO T 182-06 Coating and Stripping of Bitumen-Aggregate Mixtures.

3. INSPECTION. The Engineer or his authorized representative shall have access at any time to all parts of the plant in order to verify weights or proportions and quality of materials used in the preparation of the mixture. The manufacturer shall afford such facilities as may be required for making inspection at the plant and for collecting and forwarding samples of the ingredient materials and bituminous mixture to the Department.

4. PLANT AND EQUIPMENT. Storage facilities and all equipment used in the preparation of the mixture shall be approved by the Department. An approved drier shall be available for surface drying the aggregate when needed. The materials for individual batches shall be measured accurately, either by volume or weight, by approved methods and equipment. A batch type mixer of approved design and capacity shall be used in mixing the ingredient materials. However, approval for the use of a continuous mixer will be given if it can be shown that satisfactory results will be obtained.

5. PREPARATION OF MIXTURE. The aggregate and Optimix, or QPR-2000, or Sylcrete, or UPM, or EZ Street, or SMP liquid asphalt shall be proportioned into the mixer and mixed for at least 30 seconds or until a uniformly coated mixture is obtained. The liquid asphalt shall be heated to a temperature of $93\text{ }^{\circ}\text{C} \pm 28\text{ }^{\circ}\text{C}$ ($200^{\circ}\text{F} \pm 50^{\circ}\text{F}$), at the time of mixing, and in accordance with the instructions of proprietary mix supplier. When necessary to heat the aggregates, the aggregates should not be heated to more than $68\text{ }^{\circ}\text{C}$ ($155\text{ }^{\circ}\text{F}$).

6. COMPOSITION OF MIXTURE. The ingredients shall be combined to produce a mixture meeting the approval of the Department and conforming to the following composition limits, by weight, as determined by tests of the prepared mixture:

SIEVE SIZE	OPTIMI X	SYLCRETE EV AND VA		QPR- 2000	UPM		EZ STREET		SMP		SAKRET E ALL WEATHE R	PROLINE
		MIX #1	MIX #2		MIX #1	MIX #2	MIX #1	MIX #2	MIX #1	MIX #2		
12.5 mm (1/2")	100	100	100	100	100	100	100	100	100	100	100	100
9.5 mm (3/8")	90-100	100	90-100	90-100	90-100	100	90-100	95-100	100	90-100	90-100	100
4.75 mm (No. 4)	20-55	85-100	20-55	20-55	15-55	70-100	20-55	80-100	85-100	20-55	20-55	70-100
2.36 mm (No. 8)	5-30	10-40	5-30	5-30			5-30	0-10	10-40	5-30	5-30	20-40
1.18 mm (No. 16)	0-10	0-10	0-10	0-10	0-10	0-10	0-10	0-10	0-10	0-10	0-10	10-30
600 µm (No. 30)		0-7	0-7					0-10				0-25
300 µm (No. 50)	0-5	0-5	0-5	0-5			0-5	0-10	0-5	0-5	0-5	0-20
75 µm (No. 200)	0-2	0-2.5	0-2.5	0-2	0-4	0-4	0-3	1.5-3.5	0-4	0-4	0-2	0-5
Residual Bitumen _{2/}	3-6.5	3-6.5	3-6.5	3-7.0	3.5-6.5	3.5-6.5	3-7	3-7	3.5-7.0	3.5-7.0	3-7.0	4.0-6.0

^{1/}Based on percent of total aggregate weight.

^{2/}Based on percent of total mixture weight.

7. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC. The laws to be observed; permits and licenses; patented devices; materials, and processes; and responsibility for damage claims, shall be in accordance with the requirements of Section 107 of the above cited Standard Specifications.

Effective June 1, 2010

This specification supersedes Serial Number M 120-07, effective February 1, 2007.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

Extended Traffic Control occurs between April 1 and November 30:

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

Extended Traffic Control occurs between December 1 and March 31:

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

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

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

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

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

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

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

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

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

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

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

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

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

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

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

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

Various Routes
D2 REFLECTOR REPL 18-28
Various Counties
Sheet 1 of 6
Contract No.46466

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
D2 REFLECTOR REPL 18-28
C-60-028-18

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& Raised Reflective Pavement Markers

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Various Routes
 D2 REFLECTOR REPL 18-28
 Various Counties
 Sheet 2 of 6
 Contract No.46466

SUMMARY OF QUANTITIES

0021

Code Number	Item	Unit	SFTY - 1D Total Quantity	100 % State Rural
78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	3905	3905
78100300	REPLACEMENT REFLECTOR	EACH	9550	9550
78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	1970	1970

REV

**DISTRICT 2
RAISED REFLECTIVE PAVEMENT MARKERS**

Route	From	To	Replace entire reflector (housing)		Replace reflector only							
			Yellow		White	Yellow		White				
			One Way	Two Way	One Way	One Way	Two Way	One Way				
Argo Fay Road	Scenic Bluff Road	Just north of Thomson Road (around curve)										
IL 40	Whiteside County Line	Illinois Route 78		31						128		
US 52 / IL 64	Start of median just west of Signals in Savanna	Illinois Route 78		2	8	19	74	61				
US 52 / IL 64	Illinois Route 78	Illinois Route 73	1	12	1	47	69	20				
US 52 / IL 64	Illinois Route 73	Ogle County Line	6	25	3	15	53	6				
IL 72	Illinois Route 73	Ogle County Line		17			144					
IL 73	US 52 / IL 64	Illinois Route 72		61			74					
IL 73	Illinois Route 72	Stephenson County		34			41					
IL 78	Whiteside County Line	Mt. Carroll	1	35	2	58	338	24				
IL 78	Mt. Carroll	Jo Daviess County										
IL 84	Whiteside County Line	Signal in Savanna	1	51	0	20	168	7				
IL 84	1400' north of Savanna-Sebula Bridge	Jo Daviess County		10			64					
Carroll County Totals			9	278	14	159	1162	118				

**DISTRICT 2
RAISED REFLECTIVE PAVEMENT MARKERS**

Jo Daviess County			Replace entire reflector (housing)				Replace reflector only		
			Yellow		White	Yellow		White	
Route	From	To	One Way	Two Way	One Way	One Way	Two Way	One Way	
US 20	Iowa State Line	Illinois Route 84 (Northwest Junction)	0	0	144*	4	73	626*	
Memominee Ramps	US 20	US 20				4		3	
US 20	Illinois Route 84 (Northwest Junction)	Glen Hollow Road (east of Galena)	52	281	58	16	302	148	
US 20	Glen Hollow Road (east of Galena)	Derinda Road		127	128	14	247	179	
US 20	Derinda Road	Canyon Road		185	28		138	12	
US 20	Canyon Road	Stephenson County Line	7	198	13	48	280	57	
IL 35	US 20	Wisconsin State Line		7	6		64	20	
IL 78	Carroll County Line	500 feet south of US 20							
IL 78	500 feet south of US 20	US 20		0	0		4	3	
IL 78	US 20	Warren		5			285		
IL 78	Warren	Wisconsin State Line							
IL 84	Carroll County Line	Bridge north of Blackjack Rd, north end of Hanover		4			16		
IL 84	Bridge north of Blackjack Rd, north end of Hanover	US 20	28	231	14	27	52	0	
IL 84	US 20	Wisconsin State Line		180			21		
Jo Daviess County Totals			87	1218	391	113	1482	1048	

*Some of the locations may be changed to two way reflectors white facing correct direction, red facing wrong direction. Locations to be determined by the Engineer.

**DISTRICT 2
RAISED REFLECTIVE PAVEMENT MARKERS**

Stephenson County

Route	From	To	Missing entire reflector (housing)				Missing reflector only				
			Yellow		White		Yellow		White		
			One Way	Two Way	One Way	Two Way	One Way	Two Way	One Way	Two Way	
BUS 20	West Junction with US 20	Lily Creek Road		6				15			
BUS 20	Lily Creek Road	Greenfield Drive									
BUS 20	Greenfield Drive	Marion Avenue									
BUS 20	Marion Avenue	East of N. Park Boulevard (end of new pavement)									
BUS 20	East of N. Park Boulevard (end of new pavement)	Harlem Avenue									
BUS 20	Harlem Avenue	Illinois Route 26		46		88		33		26	
BUS 20	Illinois Route 26	South Street		34		70		152		57	
BUS 20	Galena Avenue	East Junction with US 20		2		17		148		149	
BUS 20	Illinois Route 26	Galena Avenue		102		7		114		8	
Springfield Road	US Bus 20	US 20 (north ramp)									
US 20	Jo Daviess County Line	Illinois Route 73		14				60			
US 20	Illinois Route 73	Mound Road (west end of Eleroy)		125		11		107		18	
Galena Tr.	US 20	Wagner Road		3				13			
US 20	Mound Road (west end of Eleroy)	Start of 4 lane Bypass	10	47		8		91		92	46
US 20	Start of 4 lane Bypass	Illinois Route 75				57					406
US 20	Illinois Route 75	Brown Mill Road				115					268
US 20	Brown Mill Road	Winnepago County Line				24					319
IL 26	Ogle County Line	Empire Street	5	64		82		34		262	99

**DISTRICT 2
RAISED REFLECTIVE PAVEMENT MARKERS**

Stephenson County

Route	From	To	Missing entire reflector (housing)				Missing reflector only								
			Yellow		White		Yellow		White						
			One Way	Two Way	One Way	Two Way	One Way	Two Way	One Way	Two Way					
IL 26	Empire Street	Cottonwood Street													
IL 26	Cottonwood Street	End of 4 lanes, north of US 20	1	26	50	46	9	159							
IL 26	End of 4 lanes, north of US 20	0.1 miles north of Robin Street		1	4	16	83	28							
IL 26	0.1 miles north of Robin Street	North Edge of Cedarville													
IL 26	North Edge of Cedarville	Wisconsin State Line		23	1	27	261	30							
IL 73	Carroll County Line	Block Road (south end of Pearl City)		60			30								
IL 73	Block Road (south end of Pearl City)	US 20		81			35								
IL 73	US 20	Louisa Road													
IL 73	Louisa Road	Wire Road		32			60								
IL 73	Wire Road	Wisconsin State Line													
IL 75	Illinois Route 26	Pecatonica River Bridge													
IL 75	Pecatonica River Bridge	Wilbur Avenue					33								
IL 75	Wilbur Avenue	Howard Avenue (near Taylor Park School)													
IL 75	Howard Avenue (near Taylor Park School)	Start of concrete south of US Route 20					15								
IL 75	Start of concrete south of US Route 20	curve south of Winneshiek Road													
IL 75	curve south of Winneshiek Road	Winneshiek County Line		41			41								
IL 75	curve south of Winneshiek Road	Stephenson County Totals	16	707	534	214	1563	1613							

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.