

# 87

**March 11, 2022 Letting**

## **Notice to Bidders, Specifications and Proposal**



**Contract No. 76P90  
ST CLAIR County  
Section 82-4PS-2  
Route FAI 70  
District 8 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 12:00 p.m. March 11, 2022 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. 76P90  
ST CLAIR County  
Section 82-4PS-2  
Route FAI 70  
District 8 Construction Funds**

**Installation of security system at the Missouri Avenue Pump Station along I-55/64.**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 70 (I-55/64), Section 82-4PS-2, St. Clair County, Contract No. 76P90, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 70 (I-55/64)  
Section 82-4PS-2  
St. Clair County  
Contract No. 76P90

### LOCATION OF PROJECT

The project is located at the Missouri Avenue Pump Stations, located in East St. Louis (St. Clair County). The Missouri Avenue Pump Station is located on the north side of the I-64/55 westbound lanes at the intersection of Missouri Avenue and 2nd Street and along the north side of I-64/55 from the MLK Bridge Approach, east to the junction chamber just east of St. Clair Avenue (38°37'43"N, 90°9'44"W).

### DESCRIPTION OF PROJECT

The project includes installing (4) four security cameras at the Missouri Avenue Pump Station in East St. Louis.

## **SUBMITTAL OF EEO/LABOR DOCUMENTATION**

Effective: April 2016

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

### PAYROLL AND STATEMENT OF COMPLIANCE:

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

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

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

### WEEKLY DBE TRUCKING REPORT:

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

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

### MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

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

1. For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form D8 PI0148. Submit the ORIGINAL report by mail to the Regional Engineer for District Eight. Contractors also have the option of using the method #2 outlined below.
2. For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". This file shall be submitted by e-mail using specific file formatting criteria provided by the District EEO Officer. Contractors must submit a sample text file to District 8 for review at least fourteen (14) days prior to the start of construction.

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

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

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

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

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

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

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

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

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

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

**This Special Provision must be included in each subcontract agreement.**

ALL HARD COPY FORMS TO BE SUBMITTED TO:

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

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



## **PUMP STATION ELECTRICAL WORK**

### COMMON WORK RESULTS FOR ELECTRICAL

#### PART 1 – GENERAL

##### 1.1 SUMMARY

- A. The section includes:
1. Electrical equipment coordination and installation and
  2. Common electrical installation requirements.

##### 1.2 COORDINATION

- A. Contractor must read the entire specifications covering other branches of work. The Contractor is responsible for coordination of his or her work with the work performed by other trades.
- B. Consult all contract documents which may affect the location of any equipment or apparatus furnished under this work and make minor adjustments in location as necessary to secure coordination.
- C. System layout is schematic and exact locations shall be determined by structural and other conditions. This shall not be construed to mean that the design of the system may be arbitrarily changed. The equipment layout is to fit into the building as constructed and to coordinate with equipment included under other divisions of work.
- D. Contractor shall contact the Owner's Representative immediately if he or she notices any discrepancies or omissions in either the drawings or specifications or if there are any questions regarding the meaning or intent thereof.
- E. Submit all changes, other than minor adjustments, to the Engineer/Architect for approval before proceeding with the work.
- F. The Contractor is required to visit the site and fully familiarize himself or herself concerning all conditions affecting the scope of work. Failure to visit the site shall not relieve the Contractor from any responsibility in the performance of his or her work.
- G. All workmanship is to be of the highest quality in accordance with the best practices of the trade by craftsmen/ craftswomen skilled in this particular work.
- H. Coordinate arrangement, mounting, and support of electrical equipment:
1. To allow maximum possible headroom, unless specific mounting heights that reduce headroom are indicated.
  2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  3. To allow right of way for piping and conduit installed at the required slope.
  4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

- I. All buried conduits passing from below the proposed building to the exterior shall pass below the proposed structural footing.
- J. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.
- K. Coordinate sleeve selection and application with selection and application of firestopping.
- L. Where thermostat locations are shown, the electrical contractor shall provide a recessed wall box with conduit to an accessible location. Thermostat installation and the corresponding low voltage thermostat wiring shall be by the mechanical contractor.

### 1.3 PERMITS, INSPECTIONS AND CODES

- A. File all drawings, pay all fees, and obtain permits and certificate of inspection relative to this work.
- B. Complete installation shall conform with all applicable Federal, State, and Local laws, codes, and ordinances including, but not limited to, the latest approved editions of the following:
  - 1. State Building Codes.
  - 2. Specific Construction Safety Requirements and State Industrial Commission.
  - 3. National Electrical Code (NFPA-70).
  - 4. Life Safety Code, NFPA-101.
  - 5. Occupational Safety and Health Act (OSHA) of 1971 and all amendments thereto.
- C. Nothing contained in the drawings and specifications shall be construed to conflict with these laws, codes, and ordinances, and they are hereby included in these specifications.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Furnish new, undeteriorated materials of a quality not less than what is specified.
- B. Contractor to furnish and install only those brands of equipment mentioned specifically or approved equivalents.

### 2.2 EQUIPMENT SELECTION AND APPROVAL

- C. The selection of materials and equipment to be furnished shall be governed by the following:
  - 1. Where trade names, brands of manufacturers of equipment or materials, are listed in the specification, the exact equipment listed shall be used in the bid, or the contractor shall submit the necessary literature to show the alternative product meets the performance characteristics of that which has been called

for. Where more than one name is listed, Contractor may select any one of the various brands specified.

### PART 3 - EXECUTION

#### 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Furnish all materials, labor, tools, transportation, incidentals, and appurtenances to complete in every detail and leave in working order all items of work called for herein or shown on the accompanying drawings.
- B. Include any minor items of work necessary to provide a complete and fully operative electrical system which meets all required codes.
- C. Comply with NECA 1.
- D. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- E. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- F. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- G. Right of Way: Give to piping systems installed at a required slope.

#### 3.2 PROTECTION AND CLEANING

- A. Protect all fixtures and equipment against damage from leaks or abuse. The contractor shall pay the cost to repair or replace fixtures or equipment made necessary by failure to provide suitable safeguards or protection.
- B. After all fixtures and equipment have been set, thoroughly clean all fixtures and equipment with the manufacturers' recommended cleaning agents. The contractor shall remove stickers and other foreign matter and leave every part in acceptable condition, so as to be clean and ready for use.
- C. Repair all dents and scratches in factory and prime and/or finish coats on all electrical equipment. If damage is excessive, replacement may be required.

## LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### 1.2 SUBMITTALS

- A. Product Data shall be submitted for each type of product indicated.

#### 1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. All product shall comply with NFPA 70.

### PART 2 - PRODUCTS

#### 2.1 STANDARDS

- A. Insulation types, ratings, and usage shall be in accordance with the National Electrical Code requirements.
- B. All conductors shall be copper
- C. Unless otherwise noted, the minimum wire size for lighting and power branch circuits shall be No. 12 AWG. For control and auxiliary systems, the minimum size shall be No. 14 AWG.
- D. Conductors for emergency power and exit wiring shall be a minimum No. 12 AWG.

#### 2.2 CONDUCTORS AND CABLES

- A. All wire and cable shall be UL listed.
- B. Copper Conductors: Comply with NEMA WC 70.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN, XHHW, and SO.
  - 1. THHN-THWN- 90 degree C temperature rating in dry or wet locations.
- D. Multiconductor Cable: Comply with NEMA WC 70 for metal clad cable, Type MC and Type SO with ground wire.

## 2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- B. All components used at wiring terminations, connections, and splices shall be UL listed.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR PROVISIONS

- A. Contractor shall provide and install all new conductors and cables for the new detection system.

### 3.2 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

### 3.3 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway or Type XHHW, single conductors in raceway.
- B. Feeders and Branch Circuits: Type THHN-THWN, single conductors in raceway.
- C. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, and strain relief device at terminations to suit application.
- D. Concealed light fixture whips: Metal clad cable (Type MC) limited to six feet in length.
- E. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- F. Class 2 Control Circuits: Power-limited cable, concealed in building finishes.

### 3.4 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- F. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
  - 1. Use oxide inhibitor in each splice, tap conductor, and equipment termination for aluminum conductors.
- G. Wiring at Outlets: Install conductor at each outlet with at least 6 inches of slack.

## HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Hangers and supports for electrical equipment and systems.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

#### 1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70.

### PART 2 - PRODUCTS

#### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Aluminum Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  - 1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4 and per manufacturer.
  - 2. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars shall be black and galvanized.
- F. Mounting, Anchoring, and Attachment Components (per manufacturer): Items for fastening electrical items or their supports to building surfaces shall include the following:
  - 1. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  - 2. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  - 3. Toggle Bolts: All-steel springhead type.
  - 4. Hanger Rods: Threaded steel.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes shall be shop or field fabricated to fit dimensions of supported equipment.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems, except if requirements in this section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch indiameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system and sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements, except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so that the strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods, unless otherwise indicated by code:
  - 1. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
  - 2. To Light Steel: Sheet metal screws.
  - 3. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.
- F. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

### VIDEO SURVEILLANCE

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Security cameras.
  - 2. POE switches.
  - 3. Network video recorder.
  - 4. Security Camera Cable.

##### 1.2 SUBMITTALS

- A. Product Data: Submit catalog data showing electrical characteristics and connection requirements for each component.
- B. Shop Drawings: Indicate electrical characteristics and connection requirements,



including system wiring diagram.

- C. Project Record Documents: Record actual locations of cameras and routing of cable.
- D. Operation and Maintenance Data: Submit instructions for operating system and performing routine troubleshooting procedures.
- E. Warranty documentation.

### 1.3 QUALITY ASSURANCE

- A. NEC 70 National Electric Code
- B. NFPA 731 Standard for the Installation of Premises Security Systems.

### 1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum of three years' documented experience.
- B. Installer: Authorized installer of manufacturer with service facilities within 100 miles of the project.
- C. Camera system shall not require reoccurring licensing, maintenance, or other fees. A written statement shall be provided with the product data submittal stating that reoccurring fees are not required.
- D. Camera system shall be capable of future expansion. Licensing or other fees shall not be required for system expansion. A written statement shall be provided with the product data submittal describing requirements for future expansions.

### 1.5 EXISTING CONDITIONS

- A. Installer shall visit the site to observe any existing conditions that could impact the installation including, but not limited to, wire routing, camera mounting, and accessibility. Installer shall account for these existing conditions within their bid.

### 1.6 WARRANTY

- A. Furnish a full one-year parts and labor warranty for the system.
- B. Provide specific equipment warranties as subsequently described in equipment specifications.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Description: Video surveillance at points as indicated on the drawings.

## 2.2 CAMERAS

- A. Camera Types: See schedule on the drawings for specific camera information.
- B. General:
  - 1. Camera shall be fully compliant with provided digital video recorder, but camera/recorder system shall not be a proprietary system that cannot be expanded at a later date.
  - 2. Camera shall be rated for the installed environment (with an IP 66 rating or better)
  - 3. Camera enclosure shall be vandal resistant.
  - 4. Camera enclosure shall be IK-10 impact resistant.
  - 5. Camera shall be capable of streaming 30 fps.
  - 6. Camera shall be ONVIF compliant.
  - 7. PoE capable.
  - 8. Two independent IP video streams (dual streaming).
  - 9. Camera shall be capable of day and night operation.
  - 10. Camera shall include integral motion detection.
  - 11. Camera shall support jpg file image screenshots.
- C. CAM-01:
  - 1. Camera shall include integral IR illuminator with minimum 50 ft range.

## 2.3 NETWORK VIDEO RECORDER

- A. General
  - 1. Single, stand-alone Windows based network video recording system with embedded video management software with a data transfer rate of up to 360 Mbps. Recording system shall be suitable for a camera quantity of at least 120% of the cameras shown on the drawings. The product shall carry a minimum five (5) year warranty. System shall be capable of storing video data from all cameras shown on the drawings. Storage capacity shall be calculated by the vendor based on the specified camera resolution, 15 FPS, 30 day storage based with the system set to "Record on Motion" and a 60% motion recording assumption.
- B. Network Video Recorder Types: See schedule on drawings for specific video recorder information.
  - 1. Description:
    - a. Video Resolution: HD 1080p.
    - b. Number of clients: Unlimited
    - c. Network Connections: Dual gigabit Ethernet (RJ-45)
    - d. Power Supply: 300W minimum
    - e. Storage: 2-6 TB via up to 3 internal HDD's
    - f. System RAM: 8 GB
    - g. Video: Onboard with DVI-D or True HD output interface
    - h. Additional Interfaces: USB and SD card

- i. Capable of supporting cameras from other manufacturers compliant with ONVIF specifications.

2. Software

- a. Video management system software shall be a software package hosted on the NVR for comprehensive management of live and recorded video and which supports multiple operating system platforms, mobile client applications, user customization, and bandwidth control and scalability. Minimum general functionality includes:
  - 1) No limitation on the number of cameras supported.
  - 2) No reoccurring licensing fees or charges to add additional cameras to the system.
  - 3) Ability to decode H.264 compressed video from multiple manufacturer's cameras, encoders, digital video recorder, and network video recorder products.
  - 4) Seamless transition from live view to recording view
  - 5) Server and camera configuration from a single window
  - 6) Ability for a user to log in and view multiple sites based on user permissions and configuration.
  - 7) On screen PTZ control with programmable presets and tours
  - 8) Customizable view layouts
  - 9) E-mapping
  - 10) System server and network health monitoring
  - 11) Definition and display of regions of interest
  - 12) Automatic discovery
    - a) Encoder- The internet protocol video management system (IPVMS) shall discover network-connected video encoders and display active channels on the encoder.
    - b) Cameras – the IPVMS shall provide a mechanism for automatic camera and server discovery.
      - (1) Upon discovery, the IPVMS shall have the ability if selected to:
        - (a) Add the device to the system if not previously added.
        - (b) Configure optimal image settings for the primary videostream from the device.
    - c) Digital video recorder – the IPVMS shall have the ability to discover DVRs connected to the network.
  - 13) Device Management – at a minimum the IPVMS shall provide for management of devices and system functionality as follows:
    - a) System configuration tools
      - (1) Sort and filter device data
      - (2) Rename device
      - (3) Add device
      - (4) Delete device
      - (5) Select and open device
      - (6) View device history
      - (7) Add video stream from device

- (8) Export device list to file in either HTML or CSV format
  - (9) Simultaneous multiple device configuration
  - b) Camera and encoder configuration
    - (1) Proprietary camera parameters
    - (2) Device authentication
    - (3) Aspect ratio
    - (4) Recording schedule
    - (5) Secondary stream quality parameters
    - (6) Device authentication
    - (7) Image parameters: brightness, contrast, hue, and saturation
    - (8) PTZ, including home position presets and tours
    - (9) Audio recording for audio equipped cameras
  - c) Complete listing of all registered devices with device properties
    - (1) Manufacturer
    - (2) IP address
    - (3) Media server device host
    - (4) Device name
    - (5) Model
    - (6) Firmware version
  - d) Motion
    - (1) Definition of detection areas and areas to exclude from detection.
    - (2) Sensitivity
    - (3) Support for both camera hardware and software motion detection.
  - e) Recording framework
    - (1) Recording modes
      - (a) Constant
      - (b) Record on motion
      - (c) Constant low quality switch to high quality
      - (d) Do not record
    - (2) Frames per second
    - (3) Recording quality
    - (4) Schedule
      - (a) Hour
      - (b) Day of the week
- 14) Review of Video
- a) The IPVMS shall allow the Agency and other partner authorities as specified, viewing of live and recorded video streams through the web browser, manufacturer client software, and manufacturer mobile applications.
  - b) Layout management – local video, cameras, and images shall not be restricted in size, location, or orientation.
    - (1) Layouts shall support interchangeable backgrounds, including schematic maps and building layouts.
    - (2) The IPVMS shall support the construction of customized screen layouts.
    - (3) The IPVMS shall allow the creation of up to 64

- zoom windows for each camera.
  - (4) The IPVMS shall support layouts with multiple windows spanning multiple monitors.
  - (5) Layout appearances shall be capable of being altered via the following functions:
    - (a) Moving and swapping items
    - (b) Zoom
    - (c) Fit-in view
    - (d) Resizing items
  - (6) Layouts shall be capable of being assigned to specific tours.
  - (7) Layouts shall be capable of being saved or locked to prevent accidental deletion
- c) Resource management
- (1) In the event of insufficient processing power in the CPU of the client machine, the IPVMS shall automatically adjust the video stream to lower resolution to reduce CPU load.
  - (2) In the event of insufficient bandwidth between client and media server, the IPVMS shall automatically adjust the video stream to lower resolution to conserve bandwidth.
  - (3) The IPVMS shall auto-pause live video during periods of inactivity to conserve bandwidth.
- d) Video playback
- (1) The following playback controls shall be provided:
    - (a) Rewind
    - (b) Fast rewind at speed up to 16x
    - (c) Fast forward
    - (d) Fast forward at speed up to 16x
    - (e) Frame by frame advance
    - (f) Frame by frame reverse
    - (g) Previous and next recorded fragment
    - (h) Panning through a timeline using mouse or keyboard shortcuts.
  - (2) Multiple cameras
    - (a) Multiple cameras displaying at the same time shall be capable of being synchronized.
    - (b) The IPVMS shall allow users to navigate multiple cameras.
  - (3) Permitted users shall be able to seamlessly switch between live and archived video on a camera.
  - (4) The IPVMS shall allow playback of video files stored local to the client's machine.
  - (5) Available search methods
    - (a) Time stamp
    - (b) Calendar date
    - (c) Motion-highlighted fragments

- (d) Thumbnail
  - e) Video recording
    - (1) The IPVMS shall be capable of dual stream recording of video from an IP camera with multi-stream capability.
    - (2) The IPVMS shall provide capability for video recording in the following modes:
      - (a) Constant
      - (b) Instant
      - (c) Upon motion or alarm
      - (d) Constant low-quality switching to high quality on motion or alarm
      - (e) scheduled
    - (3) The IPVMS shall allow for designation of the recorded video storage based on hard disk or network-based storage configuration.
  - f) Forensic analysis
    - (1) The IPVMS shall have the following features to support forensic analysis:
      - (a) Screen zoom
      - (b) Full screen mode
      - (c) Image rotation
      - (d) Image enhancement-gamma, black level, and white level
- 15) User Interface (UI) – the UI shall provide the following controls and features:
- a) Main video display view that shows video from all cameras
  - b) Navigator bar at top of the bar that shall include:
    - (1) Window control
    - (2) Screen record button
    - (3) Tabs representing different screen layouts
    - (4) Resource tree that shows all servers, local files, cameras, users, and available layouts
    - (5) Date and time
    - (6) Notification of system events
    - (7) Playback panel for local stored videos and streams recorded from live video
    - (8) Main menu which shall include, but not be limited to, layout control, screen recording, system settings, server connection, and local video file access.
  - c) Notifications of system events
  - d) Resource tree depicting all servers, cameras, users, local files, and optional layouts.
  - e) Playback panel for local stored videos and streams recorded from live video.

16) Export

- a) The IPVMS shall allow the exporting of multiple videos in a format supported by the IPVMS viewer or in a Windows-executable bundle.
  - (1) All standard IPVMS features, including search, playback, and single camera video export, shall be useable on a multiple video export.
- b) The IPVMS shall allow single camera export, in AVI, executable EXE formats, and MKV with time stamps.
- c) It shall be possible to create a screen recording from several displays with audio narration and various levels of video quality.
- d) IPVMS shall provide watermarking for exported video.
- e) Screenshot functionality shall be available for both cameras and local video files in PNG or JPG formats.
- f) The IPVMS shall support export to the following sources:
  - (1) USB flash drive
  - (2) External hard drive
  - (3) On-board camera SD card

17) System level features shall include

- a) Remote system upgrade with no loss of existing files
- b) Set date, time, and NTP server synchronization
- c) User access control – the IPVMS shall provide user roles as follows:
  - (1) Administrator: full system control
  - (2) Advanced viewer: ability to implement configuration, search, view, and export functions as defined by the Administrator.
  - (3) Viewer: live and playback that is restricted to cameras in assigned layouts.
  - (4) Live View: live view only with no playback
  - (5) Custom: rights assigned by Administrator as determined by the Agency.
- d) View and export camera settings
- e) Firmware upgrade
- f) Backup and restoration of system settings
- g) Reset to factory default
- h) View system logs
- i) Ability for system administrators to upgrade an entire system (all servers and clients in a system, regardless of operating system or device type) to a newer version.
- j) Automatic system re-indexing upon interruption of storage connection

18) Failover

- a) In the event of a storage failure in a camera's SD card, the IPVMS shall allow that camera's video to be temporarily recorded on another camera on the network.
- b) Multi-server environment: In the event of a NVR or server failure when two or more servers are configured in the system, the IPVMS shall provide for migration of camera support to an alternate server and back to the original when restored.

19) Events and Actions

- a) The IPVMS shall support the following types of events and actions:
  - (1) EVENTS
    - (a) NVR started
    - (b) Storage failure, NVR is unable to write data to storage.
    - (c) Motion on camera
    - (d) Camera disconnection/malfunction
    - (e) Media server conflict
    - (f) Email not set for users
    - (g) Email sending error
    - (h) Email server not configured
    - (i) Camera IP address conflict
    - (j) Storage not configured
    - (k) Network issue
    - (l) NVR failure
    - (m) Camera alarm input signal
  - (2) ACTIONS – the IPVMS shall support the creation of rules linking actions to events:
    - (a) Visual notifications shall be one of the following types: system messages indicating improper configuration, warnings of critical events, and non-critical event notification. Additional information concerning a notification shall be available on the user interface by hovering a mouse over the notification.
    - (b) Visual Event Indication – the IPVMS shall allow the highlighting of a specific object in a scene if too many cameras are opened, creating difficulty in locating a specific camera
    - (c) Email notification – the IPVMS shall allow configuration of email settings to support an email notification function
    - (d) Start recording on camera upon camera motion or alarm input signal on camera
    - (e) Trigger camera output, configurable for duration of event or for a fixed time period. There shall be a



configurable auto-reset function for the output when a fixed time period has been selected for output duration.

- (f) Play sound – a library of sounds shall be available which shall be capable of having sounds added, edited, or removed. Specific events may be configured to generate specific sounds.
- (g) Write to system log – the IPVMS shall be configurable to allow all events with rules to be written to the system log or configurable to allow only certain events to be written to the system log. Logged events shall include date and time of the event, event source, action performed, recipient of the action, and optional descriptive text. Event logs shall be capable of sorting, filtering, and searching.

## 2.4 POWER OVER ETHERNET SWITCH

### A. General

- 1. Dedicated security camera POE switches shall be supplied and installed in locations shown on the drawings.

### B. Power Over Ethernet Switch Types: See schedule on the drawings for specific power over ethernet switch information.

### C. Switch Specifications:

- 1. Total switch port quantity shall be sufficient to accommodate cameras served by the switch plus a minimum of at least five spare-unused camera ports.
- 2. Two additional Gigabit ports for uplink
- 3. One SFP+ port
- 4. VLAN and QoS capability
- 5. Remote capability to power cycles per port
- 6. Power Budget shall be sufficient for all cameras served by the switch plus 20% spare capacity.

## 2.5 COMMUNICATION CABLE

### A. Communication cable for connection of cameras to the POE switch and POE switches to the network video recorder shall be:

- 1. Category 6A
- 2. Plenum rated
- 3. RJ45 end connections
- 4. Conforming to ANSI/TIA-568-C.2 Category 6A
- 5. Insulation Color: To be confirmed during shop drawing review from standard insulation colors

### B. All security camera communication cables in data cabinets must be terminated in new Panduit Minicom modular patch panels using Panduit Minicom CAT6 snap-in modules. Contractor shall provide new patch panels as required to accommodate

security camera cables. Contractor shall provide patch cables to connect patch panels and switches.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Video surveillance system vendor/installer shall visit the site to review all existing conditions that could impact the installation of their system and account for these issues within their bid.

#### 3.2 INSTALLATION

- A. Installer shall follow all manufacturer's published installation, testing, and commissioning procedures and guidelines
- B. Installer shall be factory trained and certified to install, service, and maintain equipment
- C. Install camera specific engraved plastic nameplates on each camera. Nameplate identifier shall match camera identification used in digital video recording software.
- D. Video surveillance system vendor/installer shall provide all necessary hardware and mounting brackets to install cameras.
- E. Care shall be utilized to prevent damage to existing surface finishes. Surfaces damaged during project installation. Surface damages caused by the installer shall be repaired to pre-project conditions at no cost to the Owner.
- F. System cabling shall be concealed above SAT ceilings and fished within walls where possible. Where SAT ceilings do not exist, cabling may be run exposed.
- G. Concealed and exposed system cabling shall be routed parallel and/or perpendicular with building lines.
- H. System cabling shall be properly supported and shall not be supported by the ceiling grid or ceiling tiles.
- I. Camera shall be aimed and focused by the installing contractor. Coverage area shall be reviewed with the Owner following initial camera aiming and prior to final camera adjustment.

#### 3.3 DEMONSTRATION

- A. Demonstrate and train Owner's personnel on equipment startup, shutdown, and operation. A minimum of eight hours of training shall be provided

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

**STATUS OF UTILITIES TO BE ADJUSTED**

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102 and 103 and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

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

## **HOT DIP GALVANIZING FOR STRUCTURAL STEEL**

Effective: June 22, 1999

Revised: October 20, 2017

Description. This work shall consist of surface preparation and hot dip galvanizing all structural steel specified on the plans and painting of galvanized structural steel when specified on the plans.

Materials. Fasteners shall be ASTM F 3125, Grade 325, Type 1, High Strength bolts with matching nuts and washers.

Fabrication Requirements. Hot-dip galvanizing shall be indicated on the shop drawings. The fabricator shall coordinate with the galvanizer to incorporate additional steel details required to facilitate galvanizing of the steel. These additional details shall be indicated on the shop drawings.

To insure identification after galvanizing, piece marks shall be supplemented with metal tags for all items where fit-up requires matching specific pieces.

After fabrication (cutting, welding, drilling, etc.) is complete, all holes shall be deburred and all fins, scabs or other surface/edge anomalies shall be ground or repaired per ASTM A6. The items shall then be cleaned per Steel Structures Painting Council's Surface Preparation Specification SSPC-SP1 (Solvent Cleaning) and SSPC-SP6 (Commercial Blast Cleaning). All surfaces shall be inspected to verify no fins, scabs or other similar defects are present.

The Contractor shall consult with the galvanizer to insure proper removal of grease, paint and other deleterious materials prior to galvanizing.

### **Surface Preparation and Hot Dip Galvanizing**

General. Surfaces of the structural steel specified on the plans shall be prepared and hot dip galvanized as described herein.

Cleaning Structural Steel. If rust, mill scale, dirt, oil, grease or other foreign substances have accumulated prior to galvanizing, steel surfaces shall be cleaned by a combination of caustic cleaning and cleaning according to SSPC-SP8 (Pickling).

Special attention shall be given to the cleaning of corners and reentrant angles.

Surface Preparation. A flux shall be applied to all steel surfaces to be galvanized. Any surfaces which will receive field-installed stud shear connectors shall not be galvanized within 2 in. (50 mm) of the stud location. Either the entire area receiving studs or just individual stud locations may be left ungalvanized. The following steel surfaces of bearings shall not be galvanized: stainless steel surfaces, surfaces which will be machined (except for fixed bearing sole plates), and surfaces which will have TFE, elastomer, or stainless steel parts bonded to them.

The cleaned surfaces shall be galvanized within 24 hours after cleaning, unless otherwise authorized by the Engineer.

Application of Hot Dip Galvanized Coating. Steel members, fabrications and assemblies shall be galvanized by the hot dip process in the shop according to AASHTO M 111.

Bolts, nuts, and washers shall be galvanized according to ASTM F 2329.

All steel shall be safeguarded against embrittlement according to ASTM A 143. Water quenching or chromate conversion coating shall not be used on any steel work that is to be painted. All galvanized steel work shall be handled in such a manner as to avoid any mechanical damage and to minimize distortion.

Beams and girders shall be handled, stored and transported with their webs vertical and with proper cushioning to prevent damage to the member and coating. Members shall be supported and externally stiffened during galvanizing to prevent permanent distortion.

Hot Dip Galvanized Coating Requirements. Coating weight, surface finish, appearance and adhesion shall conform to requirements of ASTM A 385, ASTM F2329, AASHTO M 111 or AASHTO M 232, as appropriate.

Any high spots of zinc coating, such as metal drip lines and rough edges, left by the galvanizing operation in areas that are to be field connected or in areas that are to be painted shall be removed by cleaning per SSPC-SP2 (Hand Tool Cleaning) or SSPC-SP3 (Power Tool Cleaning). The zinc shall be removed until it is level with the surrounding area, leaving at least the minimum required zinc thickness.

Shop assemblies producing field splices shall provide 1/8 in. (3 mm) minimum gaps between ends of members to be galvanized. At field splices of beams or girders, galvanizing exceeding 0.08 in. (2 mm) on the cross-sectional (end) face shall be partially removed until it is 0.04 in. to 0.08 in. (1 to 2 mm) thick.

Testing of Hot Dip Galvanized Coating. Inspection and testing of hot dip galvanized coatings shall follow the guidelines provided in the American Galvanizers Association publication "*Inspection of Products Hot Dip Galvanized After Fabrication*". Sampling, inspection, rejection and retesting for conformance with requirements shall be according to AASHTO M 111 or AASHTO M 232, as applicable. Coating thickness shall be measured according to AASHTO M 111, for magnetic thickness gage measurement or AASHTO M 232, as applicable.

All steel shall be visually inspected for finish and appearance.

Bolts, nuts, washers, and steel components shall be packaged according to ASTM F 2329. Identity of bolts, nuts and washers shall be maintained for lot-testing after galvanizing according to Article 505.04(f)(2) for high strength steel bolts.

A notarized certificate of compliance with the requirements listed herein shall be furnished. The certificate shall include a detailed description of the material processed and a statement that the processes used met or exceeded the requirements for successful galvanizing of the surface, where applicable. The certificate shall be signed by the galvanizer.

Repair of Hot Dip Galvanized Coating. Surfaces with inadequate zinc thickness shall be repaired in the shop according to ASTM A 780 and AASHTO M 111.

Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired according to ASTM A 780 whenever damage exceeds 3/16 in. (5 mm) in width and/or 4 in. (100 mm) in length. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field.

Connection Treatment. After galvanizing and prior to shipping, contact surfaces for any bolted connections shall be roughened by hand wire brushing or according to SSPC-SP7 (Brush-Off Blast Cleaning). Power wire brushing is not allowed.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing. All bolts shall be installed after galvanizing.

### **Surface Preparation and Painting**

Surface Preparation. When galvanized steel surfaces are specified to be painted they shall be clean and free of oil, grease, and other foreign substances. Surface preparation necessary to provide adequate adhesion of the coating shall be performed according to ASTM D6386. Surface preparation shall include, but not be limited to the following:

- All galvanized steel surfaces that are to be painted shall be cleaned according to SSPC-SP1 (Solvent Cleaning). After cleaning, all chemicals shall be thoroughly rinsed from the surface with a suitable solvent. The steel shall be allowed to completely dry prior to coating application.
- All galvanized steel surfaces that are to be painted shall be checked for the presence of chromate conversion coating according to ASTM D 6386 Appendix X1. Surfaces where chromate conversion coating is found shall be cleaned according to the same appendix and blown down with clean, compressed air according to ASTM D 6386 Section 6.1.
- All galvanized steel surfaces that are to be painted shall be checked for the presence of wet storage stain. Surfaces where wet storage stain is found shall be cleaned, rinsed and completely dried according to ASTM D 6386 Section 6.2.
- Following galvanizing, thickness readings shall verify the acceptable thickness of the galvanizing according to AASHTO M111/ASTM A123.

Paint Requirements. The paint materials (epoxy intermediate coat and aliphatic urethane finish coat) shall meet the requirements of the Articles 1008.05(d) and (e) of the Standard Specification.

All paint materials for the shop and field shall be supplied by the same manufacturer, and samples of components submitted for approval by the Department, before use.

Paint storage, mixing, and application shall be according to Section 506 of the Standard Specifications and the paint manufacturer's written instructions and product data sheets. In the event of a conflict the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Shop Application of the Paint System. The areas to be painted shall receive one full coat of an epoxy intermediate coat and one full coat of an aliphatic urethane finish coat. The film thickness of each coat shall be according to Article 506.09(f)(2).

Construction Requirements. The contact surfaces of splice flange connections (mating flange faces and areas under splice bolt heads and nuts) shall be free of paint prior to assembly. If white rust is visible on the mating flange surfaces, the steel shall be prepared by hand wire brushing or brush-off blasting according to SSPC-SP7. Power wire brushing is not allowed.

After field erection, the following areas shall be prepared by cleaning according to SSPC-SP1 (Solvent Cleaning), tie- or wash-coated if applicable, and then painted or touched up with the paint specified for shop application (the intermediate coat and/or the finish coat):

- exposed unpainted areas at bolted connections
- areas where the shop paint has been damaged
- any other unpainted, exposed areas as directed by the Engineer.

Special Instructions. Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge and the paint type code from the Structure Information and Procedure Manual for the system used according to Article 506.10(i). The code designation for galvanizing is "V". If painting of the structural steel is not specified then the word "PAINTED" may be omitted, the month and year shall then correspond to the date the stencil is applied.

Basis of Payment. The cost of all surface preparation, galvanizing, painting and all other work described herein shall be considered as included in the unit price bid for the applicable pay items to be galvanized and painted, according to the Standard Specifications.

## 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.”

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

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](mailto: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 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 emailed to the Department at [DOT.DBE.UP@illinois.gov](mailto: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.

### **ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)**

Effective: June 2, 2021

Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

### **SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

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

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

**VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. The lights shall be in operation while the vehicle or equipment is engaged in construction operations.”

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

**WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports .....1106.02”

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

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

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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

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

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

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

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

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



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

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

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

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

#### **WORKING DAYS (BDE)**

Effective: January 1, 2002

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

## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

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

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