

29

September 21, 2018 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 76L79
ST. CLAIR County
Section DIST 8 DEEP WELLS 2019-1
Various Routes
District 8 Construction Funds**

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. September 21, 2018 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.

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

**Contract No. 76L79
ST. CLAIR County
Section DIST 8 DEEP WELLS 2019-1
Various Routes
District 8 Construction Funds**

Well treatment at various locations within District 8.

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

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

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

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

SUPPLEMENTAL SPECIFICATIONS

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

RECURRING SPECIAL PROVISIONS

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

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

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
SUBMITTAL OF EEO/LABOR DOCUMENTATION	1
WORK DURING PEAK HOURS	3
TRAFFIC CONTROL PLAN	4
CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS	4
STATUS OF UTILITIES TO BE ADJUSTED	4
CONTRACTOR LICENSING	5
CONFINED SPACE ENTRY	5
GENERAL CONDITIONS	5
CHEMICAL TREATMENT OF THE WELLS	6
WELL TREATMENT EQUIPMENT	6
WELL CHEMICAL TREATMENT	7
ADDITIONAL CHEMICAL TREATMENTS	10
WELL CHEMICAL TREATMENT SPECIAL	11
SONAR - JET TREATMENT	13
DEEP WELL VIDEO INSPECTION	14
COMPENSABLE DELAY COSTS (BDE)	14
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	19
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	21
EQUIPMENT PARKING AND STORAGE (BDE)	31
LIGHTS ON BARRICADES (BDE)	32
PAYMENTS TO SUBCONTRACTORS (BDE)	33
PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)	33
PROGRESS PAYMENTS (BDE)	33
SPEED DISPLAY TRAILER (BDE)	34
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)	35
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	36
WEEKLY DBE TRUCKING REPORTS (BDE)	36
WORKING DAYS (BDE)	36

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes; Section Dist 8 Deep Wells 2019-1; Various Counties; Contract No. 76L79 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located in East St. Louis and Venice.

DESCRIPTION OF PROJECT

This project consists of the chemical treatment of deep wells.

SUBMITTAL OF EEO/LABOR DOCUMENTATION

Effective: April 2016

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

PAYROLL AND STATEMENT OF COMPLIANCE:

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

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

SBE 48 and SBE 348 forms shall be submitted weekly and will be considered late if received after midnight seven (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.

WORK DURING PEAK HOURS

The Contractor shall have all lanes of traffic open during peak hours in each direction. The Contractor will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours. The Contractor shall be permitted to work through the weekends, and those holiday weekends specified in Article 107.09.

I-55/I-70, I-64: 6:00 a.m. to 9:00 a.m. WB; 3:00 p.m. to 6:00 p.m. EB

Should the Contractor fail to have all lanes open to traffic during the defined peak hours, the Contractor shall be liable and shall pay to the Department \$5000, not as a penalty but as liquidated damages, for every 15 minutes interval or portion thereof that the flow of traffic is impeded by the Contractor's operations. The Department will deduct these liquidated damages from any monies due or to become due to the Contractor from the Department.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701400 701401 701428 701601 701901

In addition, the following Special Provision(s) will also govern traffic control for this project:

Construction and Maintenance Sign Supports
Work During Peak Hours

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 701901 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet (1 square meter) or more shall be mounted on two 4 in x 4 in (100 mm x 100 mm) or two 4 in x 6 in (100 mm x 150 mm) wood posts.

Type A metal post, two for each sign, conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be paid for separately; but shall be considered included in the cost of the traffic control items in this contract.

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 105 and Articles 105.07 and 107.39 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.

CONTRACTOR LICENSING

The Contractor must have a pump installation license with the Department of Health. The cost of compliance to this provision shall be included in the pay item WELL CHEMICAL TREATMENT.

CONFINED SPACE ENTRY

Well enclosure boxes are considered to be confined spaces. The Contractor shall comply with all O.S.H.A. requirements relative to confined space entry. An oxygen-deficient, toxic, explosive or flammable atmosphere may exist within these confined spaces. Atmosphere testing shall be conducted prior to entry and continuously while employees are working within a confined space. The Contractor shall inform the Engineer of who will serve as the rescue responder in an emergency and what system will be used to notify the responder than an emergency exists. Compliance with this provision shall be considered incidental to the contract; and, no additional compensation will be allowed.

GENERAL CONDITIONS

The wells to be chemically treated under this contract are located as follows:

- Five (5) wells along westbound I-55/64 at Missouri Avenue
- Two (2) wells along northbound I-55 at the Tri-Level Wells
- One (1) well along eastbound I-64 at the 15th Street Wells
- Two (2) wells along 25th Street Wells

The wells are constructed as shown on the plans. Permanent-pumping equipment has a nominal, free discharge capacity of 600 GPM at the I-55/64 interchange, 650 GPM at the 25th Street and 1500 GPM at Missouri Avenue.

The Contractor may inspect the wells and is responsible for securing all information and data regarding present equipment and conditions that he requires to satisfactorily perform all required work under this proposal. It will be the responsibility of the Illinois Department of Transportation to assure that the wells to be treated are in working order.

The Illinois Department of Transportation will make available other nearby wells for the Contractor to use as a water supply source for the mixing and displacement of chemicals. The Contractor is responsible for all necessary fittings, hoses, and other equipment necessary to use the nearby wells as a water supply source. The Contractor shall give one week's notice prior to use of wells for water supply. These wells shall be reconnected to the highway drainage system as soon as possible after completion of each chemical treatment.

CHEMICAL TREATMENT OF THE WELLS

The purpose of the chemical treatment is to restore capacity of the wells. The chemical treatment of the wells shall be a safe, thorough, rapid mixing of chemicals in a temporary above ground tank, the injection of the chemicals-water mixture into the well by high-rate pumping, the displacement of the chemicals by high-rate pumping of batch chlorinated water, surging and backfilling the well to help clean and dissolve deposits plugging the well, and the removal of spend chemicals and dissolved mineral deposits by pumping to waste. The displacement water is to be injected at a high rate to force the chemicals through the well screen and put water into the gravel pack and aquifer formation as uniformly distributed vertically and radially as possible. The chemicals and displacement water shall be pumped into the well at the rate specified. The Contractor shall cooperate during treatment operations to allow testing to calculate and certify the injection rates. A full and complete written record of all chemicals used, all measurements taken, and a description of the actual well treatment methods and all procedures for each treated well must be furnished to the Illinois Department of Transportation not later than 30 calendar days after completion of the work.

WELL TREATMENT EQUIPMENT

The Contractor shall provide the following equipment for the well treatment operations:

MIXING TANK: The Contractor shall provide a chemical mixing tank having a minimum capacity of 1800 gallons. The mixing tank shall be suitably equipped with mixing devices to thoroughly and rapidly mix chemicals as required for the treatment specified elsewhere in these provisions.

PUMPING EQUIPMENT: The Contractor shall provide all equipment for pumping during the well treatment operations including pumps, fittings, and discharge pipes and hoses. The pumps used for the well treatment injections shall have a minimum operating capacity of 3000 GPM against a TDH of 40 PSIG. All hoses and piping shall be capable of delivering 3000 GPM to the well head. The Contractor is advised that the injection of chemicals and water into the well will be by means of the temporary well head as specified elsewhere in these provisions.

MEASURING EQUIPMENT: In order to measure specific capacity of the deep wells as specified elsewhere in these provisions, it will be necessary for the Contractor to provide discharge rate and water level measuring equipment as follows:

DISCHARGE RATE: The Contractor shall furnish a calibrated orifice tube accurate to $\pm 2\%$ and an approach pipe equal to the inner diameter of the orifice tube and 10 pipe diameters in length. The Contractor shall provide evidence of calibration of the specific orifice tube to be used for this project. The orifice tube to be used shall meet the approval of the Engineer and shall be installed in conformation with the manufacturer's specifications. The Contractor shall install the temporary drainage pipes from the well into the existing well discharge force mains at the following locations: Missouri Avenue, 25th Street, and Venice. Contractor shall provide flow meter instead of an orifice tube at the above locations. The force mains measure 45 psi. Contractor will be responsible for any additional piping needed to complete this work. All work shall be approved by the Department's Deep Wells/Pumps Technician and/or his representative. This work will be paid for under the Well Treatment Equipment.

WATER LEVEL MEASUREMENT: The Contractor shall furnish a water level measuring device that will measure the water level to 0.05 feet. The Contractor shall submit the water level measuring device to the Engineer for approval. The use of an air line for water level measurements will not be allowed.

All equipment furnished for use as herein specified will remain the property of the Contractor. The cost of providing the equipment as herein specified shall be considered as included in the cost unit price bid for the various items of work.

WELL CHEMICAL TREATMENT

This work consists of the chemical treatment of deep wells at locations shown on the plans. Each chemical treatment shall include specific capacity tests; chlorination treatments; one (1) acidizing treatment; and two (2) polyphosphate treatments as directed by the Engineer and as herein specified. Two (2) additional polyphosphate treatments may be added as directed by the Engineer and as herein specified.

The well treatment process shall be executed in the following manner:

1. **TEMPORARY WELL HEAD AND PUMP:** The existing well head, column pipe and submersible pump shall be removed prior to injection operations. The Contractor shall furnish and install a temporary well head and sufficient lengths of column piping and a pump and motor as required to perform the chemical treatments. The minimum surface opening of the temporary well head for injections shall be 6 inches in diameter or 2826 square inches. The temporary pump shall have a minimum operating range of 1000 GPM to 1500 GPM against a TDH of 40 PSIG.
2. **SEALING THE WELL HEAD:** The annular opening between the well pit floor and the stainless-steel casing must be sealed if the existing gravel pack is exposed. The temporary well head shall be sealed and bolted to the stainless-steel casing. All other openings that may exist in the casing or temporary well head shall be sealed to prevent leakage into the well pit during treatment operations.
3. **APPLICATION OF CHEMICALS:** The minimum chemical treatment procedure for each well shall be as follows:
 - A. **Conduct Specific Capacity Test Before Treatment:** The specific capacity (discharge rate per foot of drawdown) shall be determined by the constant discharge rate and water level measurements collected during a minimum pumping period of one (1) hour. The static water level will be determined after a minimum of 30 minutes of no pumping before or after the one-hour minimum pumping period.

- B. First Application of Polyphosphates: The well shall be chlorinated using a minimum of 2500 gallons of water with 500 mg/l chlorine injected at a minimum rate of 750 GPM. Following chlorination, the well will be treated with 400 lbs. of food grade sodium polyphosphates mixed in 3600 gallons of water (a maximum of two (2) separate injections at a minimum rate of 2000 GPM from the mixing tank). The first application of polyphosphates shall be displaced with 16,000 gallons of water with 500 mg/l chlorine. The displacement water will be pumped into the well at a minimum rate of 1500 GPM in batches of at least 2000 gallons each (no more than eight (8) injections). The polyphosphates shall remain in the well for a minimum of one (1) hour (maximum two (2) hours) after total displacement prior to surging and backflushing for a minimum of 12 cycles at high-pumping rates (1500 to 2000 GPM) from the well to the mixing tank and from the mixing tank to the well to loosen and dissolve mineral deposits. The polyphosphates and loosened mineral deposits shall then be removed from the well by pumping to waste for a minimum period of six (6) hours continuous operation. The specific capacity of the well following the first application of polyphosphates shall be determined as outlined in Item (A) above.
- C. Well Acidization: The well will be acidized using a minimum of 1000 gallons (150% of screen volume) of 20 baume inhibited muriatic acid. The acid shall not be mixed with water prior to injection into the well. Acid injection shall be completed in a maximum one-hour time period. The acid shall remain the well for one hour before being displaced into the gravel pack and formation using a total of 4000 to 5000 gallons of water (the desired penetration of acid is to a minimum diameter of 72 inches). The water shall be pumped into the well at a minimum rate of 1000 GPM following injection and brief surges in the displacement pumping rate of up to 2000 GPM are desirable to help break mineral deposits loose. The acid shall remain in the well for a minimum of two (2) hours (maximum three (3) hours) following displacement prior to surging and backflushing for a minimum of 12 cycles at high-pumping rates from the well to the mixing tank and from the mixing tank to the well to loosen and dissolve mineral deposits. The spent acid and dissolved mineral deposits shall then be removed from the well by pumping to waste for a minimum period of three (3) hours continuous operation. The specific capacity of the well following the acid treatment shall be determined as outlined in Item (A) above.

- D. Second Application of Polyphosphates: The well shall be chlorinated using a minimum of 2500 gallons of water containing 500 mg/l chlorine injected at a minimum rate of 750 GPM. Following chlorination, the well will be treated with 600 lbs. of food grade sodium polyphosphates mixed in 5400 gallons of water (a maximum of three separate injections at a minimum rate of 2000 GPM from the mixing tank). The second application of polyphosphates shall be displaced with 30,000 gallons of water with 500 mg/l chlorine. The displacement water will be pumped into the well at a minimum rate of 1500 GPM in batches of at least 2000 gallons each (no more than 15 separate injections). The polyphosphates shall remain in the well for a minimum of one (1) hour (maximum two (2) hours) after total displacement prior to surging and backflushing a minimum of 12 cycles at high-pumping rates between the well and tank. The polyphosphates and loosened mineral deposits shall then be removed by pumping to waste for a minimum period of six (6) hours continuous operation. The specific capacity of the well following the second application of polyphosphates shall be determined as outlined in Item (A) above. The Contractor shall have on hand at all times during treatment operations sufficient quantities of lime to neutralize unspent acid or acid spills and sufficient quantities of sodium thiosulfate to neutralize the chlorine used in the treatment operations. Discharge from the well treatment operations shall conform to the minimum standards for the chemicals involved. The Contractor shall provide an outline of the treatment process proposed for this project including methods, procedures, equipment and the amount of chemicals and neutralizing for the chemicals involved
4. CLEANING THE EXISTING SYSTEM: The existing well head, column pipe and pump shall be inspected and cleaned to remove the build-up of encrustation of mineral deposits that obstructs present flow. Cleaning shall be performed in a manner meeting the approval of the Engineer. Any parts that are deteriorated or damaged at no fault of the Contractor and are considered unacceptable for reuse by the Engineer shall be replaced with new parts. In this event, furnishing or new parts will be paid for in accordance with Article 109.04 of the Standard Specifications. New parts furnished shall meet the approval of the Engineer. After completion of the well treatment operations, the existing well head, column pipe and submersible pump shall be reinstalled and tested for operations as soon as possible

This work will be paid for at the contract unit price each for WELL CHEMICAL TREATMENT, which price shall be payment in full for all labor, materials and equipment necessary to chemically treat each deep well as herein specified. Any modifications required to the well for injection of chemicals shall be included in the bid price.

ADDITIONAL CHEMICAL TREATMENTS

The Contractor is advised that in order to achieve the desired drawdown results, it may be necessary to perform additional polyphosphate treatments. When so directed by the Department's Deep Wells / Pumps Technician and or his representative, the Contractor shall perform the additional treatment or treatments as herein specified.

Additional Treatment No. 1: The Contractor shall perform the third application of polyphosphates. The well shall be chlorinated using a minimum of 2500 gallons of water containing 500 mg/l chlorine injected at a minimum rate of 750 GPM. Following chlorination, the well will be treated with 600 lbs. of food grade sodium polyphosphates mixed in 5400 gallons of water (a maximum of three (3) separate injections at a minimum rate of 2500 GPM from the mixing tank). The third application of polyphosphates shall be displaced with 54,000 gallons of water with 500 mg/l chlorine. The displacement water will be pumped into the well at a minimum rate of 2500 GPM in batches of at least 2000 gallons each (no more than 27 separate injections). The polyphosphates shall remain in the well for a minimum of one (1) hour (maximum two (2) hours) after total displacement prior to surging and backflushing between the well and tank a minimum of 12 cycles at high-pumping rates (2000 to 2500 GPM). The polyphosphates and loosened mineral deposits shall then be removed by and pumping to waste for a minimum period of six (6) hours continuous operation. The specific capacity of the well following the four (4) applications of polyphosphates shall be determined as outlined in Item (1) of WELL CHEMICAL TREATMENT included elsewhere in these provisions.

Additional Treatment No. 2: The Contractor shall perform the fourth application of polyphosphates. The well shall be chlorinated using a minimum of 2500 gallons of water containing 500 mg/l chlorine injected at a minimum rate of 1500 GPM. Following chlorination, the well will be treated with 400 lbs. of food grade sodium polyphosphates mixed in 3600 gallons of water (a maximum of two (2) separate injections at a minimum rate of 2500 GPM from the mixing tank). The fourth application of polyphosphates shall be displaced with 16,000 gallons of water with 500 mg/l chlorine. The displacement water will be pumped into the well at a minimum rate of 2500 GPM in batches of at least 2000 gallons each (no more than eight (8) separate injections). The polyphosphates shall remain in the well for a minimum of one (1) hour (maximum two (2) hours) after total displacement prior to surging and backflushing between the well and tank a minimum of 12 cycles at high-pumping rates (2000 to 2500 GPM). The polyphosphates and loosened mineral deposits shall then be removed by pumping to waste for a minimum period of six (6) hours continuous operation. The specific capacity of the well following the fourth application of polyphosphates shall be determined as outlined in Item (1) of WELL CHEMICAL TREATMENT included elsewhere in these provisions. The Contractor shall also have sufficient quantities of sodium thiosulfate to neutralize the chlorine used in the additional treatments as herein specified.

This work will be paid for at the contract unit price each for ADDITIONAL TREATMENT NO. 1 and ADDITIONAL TREATMENT NO. 2, which price shall be payment in full for all labor, materials and equipment necessary to chemically treat each deep well as herein specified. The plan quantities have been estimated based on previous experience to establish contract unit prices. No additional compensation will be allowed for deletion of this work from the contract.

WELL CHEMICAL TREATMENT SPECIAL

This work consists of the chemical treatment of deep wells at locations shown on the plans. Each chemical treatment shall include specific capacity tests; chlorination treatments; one (1) acidizing treatment; and two (2) polyphosphate treatments as directed by the Engineer and as herein specified. Two (2) additional polyphosphate treatments may be added as directed by the Engineer and herein specified.

The well treatment process shall be executed in the following manner:

1. **TEMPORARY WELL HEAD AND PUMP:** The existing well head, column pipe and submersible pump shall be removed prior to injection operations. The Contractor shall furnish and install a temporary well head and sufficient lengths of column piping and a pump and motor as required to perform the chemical treatments. The minimum surface opening of the temporary well head for injections shall be 6 inches in diameter or 2826 sq. in. The temporary pump shall have a minimum operating range of 2000 GPM to 2500 GPM against a TDH of 40 PSIG.
2. **SEALING THE WELL HEAD:** The annular opening between the well pit floor and the stainless-steel casing must be sealed if the existing gravel pack is exposed. The temporary well head shall be sealed and bolted to the stainless-steel casing. All other openings that may exist in the casing or temporary well head shall be sealed to prevent leakage into the well pit during treatment operations.
3. **APPLICATION OF CHEMICALS:** The minimum chemical treatment procedure for each well shall be as follows:
 - A. **Conduct Specific Capacity Test Before Treatment:** The specific capacity (discharge rate per foot of drawdown) shall be determined by the constant discharge rate and water level measurements collected during a minimum pumping period of one (1) hour. The static water level will be determined after a minimum of 30 minutes of no pumping before or after the one-hour minimum pumping period.
 - B. **First Application of Polyphosphates:** The well shall be chlorinated using a minimum of 2500 gallons of water with 500 mg/l chlorine injected at a minimum rate of 1500 GPM. Following chlorination, the well will be treated with 400 lbs. of food grade sodium polyphosphates mixed in 3600 gallons of water (a maximum of two (2) separate injections at a minimum rate of 3000 GPM from the mixing tank). The first application of polyphosphates shall be displaced with 16,000 gallons of water with 500 mg/l chlorine. The displacement water will be pumped into the well at a minimum rate of 2500 GPM in batches of at least 2000 gallons each (no more than eight (8) injections). The polyphosphates shall remain in the well for a minimum of one (1) hour (maximum two (2) hours) after total displacement prior to surging and backflushing for a minimum of 12 cycles at high-pumping rates (2500 to 3000 GPM) from the well to the mixing tank and from the mixing tank to the well to loosen and dissolve mineral deposits. The polyphosphates and loosened mineral deposits shall then be removed from the well by pumping to waste for a minimum period of six (6) hours continuous operation. The specific capacity of the well following the first application of polyphosphates shall be determined as outlined in Item (A) above.

- C. Well Acidization: The well will be acidized using a minimum of 1800 gallons (150% of screen volume) of 20 baume inhibited muriatic acid. The acid shall not be mixed with water prior to injection into the well. Acid injection shall be completed in a maximum one-hour time period. The acid shall remain in the well for one (1) hour before being displaced into the gravel pack and formation using a total of 4000 to 5000 gallons of water (the desired penetration of acid is to a minimum diameter of 72 inches). The water shall be pumped into the well at a minimum rate of 2000 GPM following injection and brief surges in the displacement pumping rate of up to 3000 GPM are desirable to help break mineral deposits loose. The acid shall remain in the well for a minimum of two (2) hours (maximum three (3) hours) following displacement prior to surging and backflushing for a minimum of 12 cycles at high-pumping rates from the well to the mixing tank and from the mixing tank to the well to loosen and dissolve mineral deposits. The spent acid and dissolved mineral deposits shall then be removed from the well by pumping to waste for a minimum period of three (3) hours continuous operation. The specific capacity of the well following the acid treatment shall be determined as outlined in Item (A) above.
- D. Second Application of Polyphosphates: The well shall be chlorinated using a minimum of 2500 gallons of water containing 500 mg/l chlorine injected at a minimum rate of 1500 GPM. Following chlorination, the well will be treated with 600 lbs. of food grade sodium polyphosphates mixed in 5400 gallons of water (a maximum of three (3) separate injections at a minimum rate of 3000 GPM from the mixing tank). The second application of polyphosphates shall be displaced with 30,000 gallons of water with 500 mg/l chlorine. The displacement water will be pumped into the well at a minimum rate of 2500 GPM in batches of at least 2000 gallons each (no more than 15 separate injections). The polyphosphates shall remain in the well for a minimum of one (1) hour (maximum two (2) hours) after total displacement prior to surging and backflushing a minimum of 12 cycles at high-pumping rates between the well and tank. The polyphosphates and loosened mineral deposits shall then be removed by pumping to waste for a minimum period of six (6) hours continuous operation. The specific capacity of the well following the second application of polyphosphates shall be determined as outlined in Item (A) above. The Contractor shall have on hand at all times during treatment operations sufficient quantities of lime to neutralize unspent acid or acid spills and sufficient quantities of sodium thiosulfate to neutralize the chlorine used in the treatment operations. Discharge from the well treatment operations shall conform to the minimum standards for the chemicals involved. The Contractor shall provide an outline of the treatment process proposed for this project including methods, procedures, equipment and the amount of chemicals and neutralizing agents to be used.
4. CLEANING THE EXISTING SYSTEM: The existing well head, column pipe and pump shall be inspected and cleaned to remove the build-up of encrustation of mineral deposits that obstruct present flow. Cleaning shall be performed in a manner meeting the approval of the Engineer. Any parts that are deteriorated or damaged at no fault of the Contractor and are considered unacceptable for reuse by the Engineer shall be replaced with new parts. In this event, furnishing or new parts will be paid for in accordance with Article 109.04 of the Standard Specifications. New parts furnished shall meet the approval of the Engineer. After completion of the well treatment operations, the existing well head, column pipe and submersible pump shall be reinstalled and tested for operations as soon as possible.

This work will be paid for at the contract unit price each for WELL CHEMICAL TREATMENT SPECIAL, which price shall be payment in full for all labor, materials and equipment necessary to chemically treat each deep well as herein specified. Any modifications required to the well for injection of chemicals shall be included in the bid price.

SONAR - JET TREATMENT

This work consists of providing SONAR - JET TREATMENTS at Well #9B at Location #2 and Well #9 at Location #4. The treatment process shall be executed in the following manner:

1. CONDUCT SPECIFIC CAPACITY TEST AND VIDEO INSPECTION BEFORE TREATMENT

The specific capacity (discharge rate per foot of drawdown) shall be determined by pumping at the highest sustainable rate. The duration of the test shall be 15 minutes. The test shall be performed with the existing pump if possible. If the existing pump is removed or inoperative, the test shall be performed with the Contractor's well pump being used for cleaning.

2. TREATMENT – MECHANICAL

The existing pump and column assembly shall be removed from well and transported to Contractor's facility for cleaning and removal of iron deposits. Contractor will perform a televised inspection of the entire well casing from the top of the casing to the bottom of the screen. Contractor will then perform a DOUBLE Sonar – Jet treatment. When Contractor has completed the Sonar – Jet Treatment, Contractor will use his treatment pump to pump the water until the well water is clean and free of debris. Contractor will bail or air lift debris at the bottom of the well to achieve original depth of well. After these steps are completed, Contractor will perform a Specific Capacity Test to monitor progress of treatment.

3. TREATMENT – CHEMICAL

The first application of chemicals shall consist of introduction of 1,000 gallons of 15% Hydrochloric Acid, displaced with additional 1,000 gallons of clean water. Contractor will surge the acid between their 1,000 – gallon surge tank and the well for approximately four hours or until the acid begins to neutralize. Contractor will then neutralize and pump the solution to waste. The Contractor shall perform specific capacity tests to monitor progress of treatment. The second application of chemicals shall consist of introduction of 15% Hydrochloric Acid, displaced with additional 1,000 gallons of clean water. The Contractor shall surge the acid solution between a Contractor provided 1,000-gallon surge tank and the well for approximately four (4) hours or until the acid begins to neutralize. The acid mixture shall then be neutralized and pumped as waste. The Contractor shall perform specific capacity tests to monitor the progress of treatment. The Contractor shall inject 55 gallons of Sodium Hypochlorite and 10 gallons of MP – 2000 (Phosphate Replacement) followed by a calculated amount of water to displace the chemicals to an appropriate radius in the well. The chemicals will then be surged for 4 hours and pumped off after neutralization. Contractor will then perform a Specific Capacity Test to monitor progress of treatment. The results of the chemical treatments will determine if further treatment is needed. The Department's Deep Wells / Pumps Technician or his representative will advise if additional treatments are needed. The Contractor shall perform a video inspection of the well as specified in Step 1 of this procedure. Contractor will then reinstall the department's well pump, motor and pump column after it has been cleaned at the Contractor's facility.

4. CONDUCT A SPECIFIC CAPACITY TEST AFTER ALL TREATMENTS

The specific capacity (discharge rate per foot of drawdown) shall be determined by performing a step test ending at the rated capacity of the bowl in each particular well. Each step of the test shall be at least fifteen (15) minutes in length and no longer than thirty (30) minutes in length. This test shall be performed with the permanent bowl, pump and column installed. The results will help show the effectiveness of the treatments.

This work will be paid for at the contract unit price each for SONAR - JET TREATMENT, which price shall be payment in full for all labor, materials and equipment necessary to perform the work as specified herein.

DEEP WELL VIDEO INSPECTION

The Deep Well Video Inspection is at the Department's Missouri Ave Collector Well. The Contractor shall provide divers to enter the caisson with roughly 50' of water in it. The Contractor shall video each of the 8 laterals at each valve along with each of the 4 pump intakes and the condition of the bottom of the caisson. The camera shall be mounted on the suit of the diver or helmet. The camera feed from the diver shall transmit then to a monitor in which the resident can observe. The entire inspection will be recorded and 3 copies of the CD shall be given to the department. The inspection shall include the condition of the buildup of iron at the valves and pump intakes.

The Contractor shall provide all equipment including a man basket to enter the caisson. Contractor shall provide a flowmeter to measure the water flow from each lateral at the valve. The flow meter will measure meters per second along with temperature. The diver shall hold the flow meter in front of each lateral at the valve for one minute to allow proper data to be received. The Contractor shall clean any iron buildup from around the pump intake or valve using a paint scraper or other tools.

This work will be paid for at a lump sum price for DEEP WELL VIDEO INSPECTION.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

Extended Traffic Control occurs between April 1 and November 30:

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

Extended Traffic Control occurs between December 1 and March 31:

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

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

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

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

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

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 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: April 2, 2018

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **3.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

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

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

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for 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 prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

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

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

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) 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 thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

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

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

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer."

LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

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

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

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

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

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

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

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: November 2, 2017

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

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

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 2016

Revised: April 1, 2017

Revise the second paragraph of Article 701.20(h) of the Standard Specifications to read:

“For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar day for each sign as CHANGEABLE MESSAGE SIGN.”

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

“The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time.”

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Revised: January 1, 2017

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

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 701.20 of the Standard Specifications:

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

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

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

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

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

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

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

“This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **100** 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.