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September 22, 2017 Letting

## Notice to Bidders, Specifications and Proposal



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 62B81  
COOK County  
Section 2015-082-B  
Route FAU 3565  
District 1 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. September 22, 2017 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62B81  
COOK County  
Section 2015-082-B  
Route FAU 3565  
District 1 Construction Funds**

**Culvert lining, and culvert end repairs for the 6'x6' box culvert extending under IL 171 and 95th Street.**

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

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

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

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## **STATE OF ILLINOIS**

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### **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 FAU Route 3565 (IL 171/Archer Ave), Section 2015-082-B, Cook County, Contract No. 62B81 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAU Route 3565 (IL 171/Archer Ave)  
Section 2015-082-B  
Cook County  
Contract No. 62B81

### **LOCATION OF IMPROVEMENT**

The proposed culvert repair for IL 171 over ditch west of 95<sup>th</sup> St. is located in Palos Township, Cook County, IL. Improvement on IL 171 extends for a distance of 200 ft.

### **DESCRIPTION OF IMPROVEMENT**

The work to be performed will include culvert lining, culvert end repairs for the 6 ft x 6 ft box culvert extending under IL 171 and Ramp A (SN 016-1406) and all incidental and collateral work necessary to complete the improvements as shown in the plans and described herein.

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination.

**Phase I Preliminary Engineering information is available through the District’s Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

### Ramp A, 95<sup>th</sup> Street

- Station 202+20 to Station 203+00 (CL Ramp A, 95<sup>th</sup> Street), 0 to 75 feet RT, all excavation associated with lining and repair of wing wall (Ramp A, 95<sup>th</sup> Street, Cook County). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

**SEEDING, CLASS 4 (MODIFIED)**

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4 (Modified) seed mixture shall be supplied in pounds of Pure Live Seed. All native seed species will be local genotype and will be from a radius of 150 miles from the project site. The Class 4 (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

The Engineer shall be notified 48 hours prior to beginning the hand broadcast seeding operations so that the Engineer may be present.

Article 250.07 Seeding Mixtures – Add the following to Table 1:

**Class 4 (Modified) – Woodland Type Mixture**

	<u>Seeds</u> <u>(Lb/Acre)</u>	<u>Kg/Hectare</u>	
(0.22)	Carex shortiana – Short’s Sedge	0.25	
(4.46)	Elymus canadensis – Canada Wild Rye	5.0	
(0.22)	Elymus villosis – Silky Wild Rye	0.25	
(8.92)	Elymus virginicus – Virginia Wild Rye	10.0	
	Glyceria striatz – Fowl Manna Grass	0.25	(0.22)
	Hystrix patula – Bottle Brush Grass	0.50	(0.45)
	Juncus tenuis – Path Rush	0.25	(0.22)
(22.30)	Oats, Spring (Temporary Cover)	25.0	

Notes:

1. Temporary cover seed shall be kept separate from the woodland type mixture. It shall be mixed on site under the direction of the Engineer.
2. Germination tests no older than twelve months old must be submitted for all seed supplied to verify quantities of bulk seed required to achieve KG PLS (LB PLS) specified.

If specified seed material is unavailable, the Engineer shall approve the substitutes. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

Article 250.09 – Add Seeding, Class 4 (Modified)

Article 250.10 – Add Seeding, Class 4 (Modified)



## **PREPARATION OF THE WORK ZONE**

This work shall consist of all material, labor and equipment required for the preparation of the work zone to perform the insertion culvert liner.

The Contractor is advised of the deteriorated condition of the existing culvert, particularly the last 25 feet from the upstream end. The Contractor shall evaluate and implement the proper measures to provide the adequate working conditions in compliance with applicable rules and regulations.

Work will not be measured for payment and shall be included in the unit price for Insertion Culvert Liner.

## **TRAFFIC CONTROL AND PROTECTION (ARTERIALS)**

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

**TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701901

DETAILS:

Detour Signing for Closing State Highways (TC-21)  
Arterial Road Information sign (TC-22)

SPECIAL PROVISIONS:

Traffic Control and Protection (Arterials)  
Public Convenience and Safety  
Temporary Information Signing

**PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

**STATUS OF UTILITIES (D-1)**

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

No conflicts to be resolved

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

## TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

### Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

### Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face ( Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

## GENERAL CONSTRUCTION REQUIREMENTS

### Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

## FOREST PRESERVE OF COOK COUNTY CONSTRUCTION ACCESS PERMIT



### CONSTRUCTION ACCESS PERMIT OVERVIEW

All organizations not under direct contract with the Forest Preserves, or their authorized sub-contractors, who wish to perform any work, stage any equipment, or erect any temporary structure on Forest Preserve property are required to obtain a Construction Access Permit. The Construction Access Permit has a maximum term of 30 days and is subject to a non-refundable upfront application fee of \$250.00. Additional fees may be applicable depending upon the nature and scope of the activity in accordance with the Impact Fee Schedule. The permit allows two separate 30 day extensions pursuant to additional extension fees.

#### Submittal Requirements:

To apply for the Construction Access Permit please submit the following:

1. Completion of the Construction Access Permit Application Form.
2. Attachments A-D, consisting of all attachments as indicated in the application form.
3. A fully refundable security deposit in the amount of \$1,500.00 (all major credit cards are acceptable; checks should be made out to the Forest Preserve District of Cook County). This amount may, at the sole discretion of the Forest Preserve District, be increased based upon nature of work.
4. A non-refundable application permit fee in the amount of \$250.00 (all major credit cards are acceptable; checks should be made out to the Forest Preserve District of Cook County).
5. For more information on Construction Access Permits please contact:

**Name:** John Sterenberg  
**Address:** Forest Preserve District of Cook County  
Dept. of Planning & Development  
536 N. Harlem Ave.  
River Forest, IL 60305  
**Phone:** (708) 771-1192  
**Email:** [John.Sterenberg@cookcountyil.gov](mailto:John.Sterenberg@cookcountyil.gov)



## CONSTRUCTION ACCESS PERMIT APPLICATION

The following form must be completed and submitted at least four weeks before your requested date(s).

CONTACT INFORMATION	
Contact Person	
Contact Title	
Name of Group	
Complete Address	
Phone	
Cell- Phone	
Email Address	

ACTIVITY DETAILS	
Requested Time Frame	
Requested Location(s)	
Project Description	
Scope of Work	
Short Term & Long Term Impacts on FPDCC property	
Short Term & Long Term Benefits to FPDCC property	
List & Describe Equipment To Be Used	
Describe any roadway or other restriction barriers needed	
Other Questions or Concerns	

### Application Requirements

1. Completed Application Form
2. Attachment A: A letter on the organizations official letterhead requesting the permit, including (a) A detailed description of the scope of proposed use or activity; and (b) anticipated start and end dates.
3. Attachment B: A detailed site plan of each proposed work location, including (a) Proposed access routes to and from the site, (b) The location of proposed alternate routes and signage for pedestrian and bicycle traffic which may be restricted or redirected due to work activities (if necessary), (c) Proposed site security fencing and gate access (if necessary), (d) all trees located within the security fenced area, (e) Details of all vehicles or equipment that will be used on site; and, (f) all proposed construction drawings.

(continues)





## **CONSTRUCTION ACCESS PERMIT APPLICATION**

4. Attachment C: Consisting of required Insurance; Minimum Coverage. Permittee at its sole cost and expense shall purchase and maintain in full force and effect during construction the following minimum insurance coverage: comprehensive general public liability insurance (including contractual liability insurance covering Permittee's indemnification obligations hereunder) in an amount not less than \$3,000,000.00 per occurrence for bodily injury or death and \$1,000,000.00 for property damage; comprehensive automobile liability insurance in the same amounts as the comprehensive general public liability coverage; and worker's compensation insurance and employer's liability insurance with limits of not less than \$500,000.00. All such policies of insurance (except worker's compensation) shall name the Forest Preserve District of Cook County, its commissioners, officers, agents, and employees as additional insured and shall provide that the District shall be notified ten (10) days prior to any change or cancellation of the policy.
5. Attachment D: Consisting of the signature page of "Special Access Permit Terms and Conditions" signed by the applicant.
6. A fully refundable security deposit in the amount of \$1,500.00 (all major credit cards are acceptable; checks should be made out to the Forest Preserve District of Cook County).
7. A non-refundable application permit fee in the amount of \$250.00 (all major credit cards are acceptable; checks should be made out to the Forest Preserve District of Cook County).
8. Fee Payment. Including, additional fees as determined by the Forest Preserves.

### **Rules & Regulations**

1. Organizations with outstanding or unpaid fines and /or monetary damages assessed from previous permitted (or non-permitted) work may not be issued permit extensions or permits until the outstanding assessments are paid in full.
2. Applications should be received no later than fifteen (15) business days in advance for review, before wishing to begin a project.
3. Any activities conducted on Forest Preserves property must not leave materials or equipment behind after project completion.
4. For more information please contact:

**Name:** John Sterenberg  
**Address:** Forest Preserve District of Cook County  
Dept. of Planning & Development  
536 N. Harlem Ave.  
River Forest, IL 60305  
**Phone:** (708) 771-1192  
**Email:** [John.Sterenberg@cookcountyil.gov](mailto:John.Sterenberg@cookcountyil.gov)



## SPECIAL ACCESS PERMIT WAIVER AND RELEASE FORM FOR ENTITIES

\_\_\_\_\_ agrees to assume the full risk of any injury, damage or loss, regardless of severity, resulting during my presence on the Forest Preserve District of Cook County property while rendering professional services in conjunction with the project described below.

\_\_\_\_\_ further agree to fully release the Forest Preserve District of Cook County, its commissioners, officers, agents and employees from any and all claims that I, or any representative on my behalf, may have or that may accrue or arise out of my presence on Forest Preserve District of Cook County property while rendering professional services, or conducting research or other activities that arise under the access permit.

\_\_\_\_\_ agrees to defend, hold harmless and indemnify the Forest Preserve District of Cook County and its commissioners, officers, agents and employees against any and all claims that I, or any other representative on my behalf, may seek to assert and arising out of or in any way associated with my presence on Forest Preserve District of Cook County property while rendering professional services, or conducting research or other activities that arise under the access permit.

\_\_\_\_\_ have read and fully understand this waiver and release of claim and indemnification. My fax or on-line signature shall substitute for and have the same legal effect as an original signature.

\_\_\_\_\_ agrees in signing this waiver and release of claim and indemnification, and agrees that signing this waiver and consent was voluntary and not based on or influenced by any representation of the Forest Preserve District of Cook County.

Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates of Project: \_\_\_\_\_

Authorized Organizational Representative Name (print): \_\_\_\_\_

Authorized Organizational Representative Title (print): \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Forest Preserve Permit Number: \_\_\_\_\_



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

### A. General

1. For purposes of this document, the term "Permittee" shall mean the entity listed as Permittee on the Forest Preserves of Cook County Permit, and include the Permittee's employees, agents, contractors, subcontractors, consultants and the owner.
2. For the purposes of this document, the terms "Work" and "Project" are understood to refer to the work as set out in the Permit.
3. The provisions, terms, conditions and/or limitations set forth in this document apply only to Special Access Permits issued for: Construction, Restoration, Research and Right-of-Entry are supplemental to those detailed in various other Permit documents, which include but are not limited to:
  - a. Access Permit Overview
  - b. Attachment B: Access Permit Insurance Requirements

### B. Notification

1. Permittee shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party.
2. Notification to the Forest Preserves should be directed to the individual identified on the Permit; otherwise, to Mr. John Sterenberg in Planning and Development at (708) 771-1192.

### C. Security Deposit, when applicable

1. Permittee shall pay a security deposit in the amount when required. The amount of the security deposit may increase based upon the nature and scope of the work and the duration of the Permit.
2. Following either the expiration of this Permit or receipt of written notification from the Permittee that the work is completed, the Forest Preserves may inspect the area covered by the Permit. If there is no damage to Forest Preserves property and there are no amounts due under this Permit, the security deposit will be refunded in full.
3. The Forest Preserves shall have the right to apply all or a portion of the security deposit to pay for any amounts due to the Forest Preserves from Permittee as a result of violations of this Permit or any other Permit issued to Permittee, and may include compensation for damage to Forest Preserves property.



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

### D. Violations and Fines

1. Failure to abide by these terms and conditions will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages as well as revocation or cancellation of the Permit.
2. Generally, fines are assessed in accordance with Code of the Forest Preserve District of Cook County, available on-line at [www.fpdcc.com](http://www.fpdcc.com).
3. When damage to Forest Preserves property has been documented, the Forest Preserves may assess monetary damages against the Permittee in an amount which represents the estimated cost to the Forest Preserves, as determined by the Forest Preserves, to repair, replace or otherwise remediate the damage. This assessment is in addition to any fines assessed.
4. Permittees with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued Permit extensions or Permits for new work until the outstanding assessments are paid in full.

### E. Sequencing of Work

1. Before any equipment is brought to the site or any work is begun:
  - a. All tree protection fencing must be in place in accordance with Forest Preserve requirements.
  - b. All construction or security fencing and emergency signage must be in place.
  - c. All alternate pedestrian and/or vehicular routes must be established, and the appropriate signage and fencing (where required) must be in place.

See Section K below for specifics on protection of Forest Preserves property.

2. Upon completion of work, all equipment must be removed from the site before the removal of any tree protection fencing, construction or security fencing, emergency signage or alternate pedestrian and/or vehicular routes, including paving, signage or fencing, may occur.

### F. Area of Work

1. This Permit does not authorize any work, access to or from the site or any other work-related activities on any areas not shown or described on Attachment A, unless otherwise permitted by the Forest Preserves in writing.
2. All requests to perform work outside of the area specified in the Permit, including access and egress routes, must be submitted in writing and approved, prior to commencement of the work, by the Forest Preserve and may result in additional fees.



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

### **G. Scope of Work**

1. Permittee shall not engage in any work beyond the scope of the description of work listed on the Permit and as may be further described on Attachment A.
2. All requests to perform work of a different scope or nature than that specified in the Permit must be submitted in writing and approved, prior to commencement of the work, by the Forest Preserves and may result in additional fees and security deposits.

### **H. Duration of Work and Permit Extensions**

1. Permittee may occupy the permitted area only during the dates specified in the Permit. If a time extension to the Permit becomes necessary, the Permittee must apply in writing to the Forest Preserves for any extension at least one (1) week prior to the Permit expiration date. Additional fees may be assessed for any extensions. Extensions are granted at the sole discretion of the District.

### **I. Regulatory Requirements**

1. Permittee shall familiarize itself with and comply with all Federal, State, Local and Forest Preserves rules, regulations, codes and ordinances and shall obtain permits from all governmental agencies and bureaus as required.
2. Permittee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

### **J. Vehicles, when applicable**

1. Parking or driving of vehicles in unauthorized areas will be considered a violation of the Permit (see Section D above).
2. Permittee is responsible for ensuring that all workers use only authorized parking areas or street parking. The parking or driving of vehicles on lawn areas, under trees, within landscaped areas (whether fenced or unfenced) and/or on sidewalks is strictly prohibited unless otherwise specifically stated in Attachment A.

### **K. Protection of Forest Preserves Property**

1. General
  - a. Permittee shall take all precautions and safeguards necessary for the complete protection of the public and Forest Preserves employees and property.
  - b. Permittee shall avoid damage to or loss of the property or work of the Forest Preserves and others, and shall repair or replace any such damage, or pay for such repair or



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

replacement, to the satisfaction of the Forest Preserves and in accordance with the Code of the Cook County Forest Preserves.

- c. Permittee shall ensure that all public ways are maintained free and clear of construction debris during the construction period.
- d. The site shall be kept clean at all times and in a manner acceptable to the Forest Preserves.

### 2. Site Security, when applicable

- a. Permittee is required, prior to start of any work, to erect security fencing and fence screening around the entire perimeter of work. Security fencing is to be chain link, minimum height of 6 feet.
- b. Permittee is responsible for the ongoing maintenance of the security fencing and screening.
- c. Security fencing may only be removed when all work and site restoration are complete.
- d. Permittee shall erect, and maintain for the duration of work "Caution Construction Area Keep Out" signs. The number of signs required will vary according to project size and location, and will be determined by the Forest Preserves consistent with industry standards and the law.

### 3. Utilities

- a. Permittee shall protect all utilities and adjacent facilities, whether existing or installed by others during the Permit period.
- b. It is the sole responsibility of Permittee to inform itself of the existence and location of all utilities in the vicinity of the Site. The Forest Preserves does not guarantee the completeness or accuracy of the information shown on any plans regarding utilities, either publicly or privately owned, and the Permittee shall make its own investigation to determine the existence, nature and location of all utilities.

### 4. Natural Area Protection, when applicable

- a. General
  - 1) Protection fencing must be in place before any equipment is brought to the site or any work begun and must be maintained intact for the duration of the work.
  - 2) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas is strictly prohibited.



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

- 3) All landscaped or natural areas that are disturbed during construction shall be restored to their previous condition at the direction of the Preserves.

### b. Natural Area Protection Violations

- 1) Natural Area Protection Violations include, but are not limited to: a) protection fencing not in place prior to beginning of work; b) protection fencing damaged, removed, or not in place at any time during work; c) unauthorized removal of Protection fencing; d) encroachment in Protection fencing; e) placement of any materials within the Protection fencing; f) vehicles driving or parked under trees or on any natural or landscape areas (whether fenced or unfenced); g) damage to any tree or other plant material or landscape area; i) unauthorized removal of any tree or other plant material; j) use of any tree or other plant material as anchorage; and k) the attachment of any object, including but not limited to: signage, chains, ropes, wires, or handbills to any tree or other plant material.

### c. Tree Protection

- 1) All tree protection practices must conform to Forest Preserves specifications.
- 2) Tree Protection fencing must be in place before any equipment is brought to the site or any work begun, and must be maintained intact for the duration of the work.
- 3) Trees that are damaged by Permittee's operations or personnel shall be repaired, replaced or remediated by Permittee as directed by the Forest Preserves. This will be in addition to the Natural Area Protection Violations fines noted above.
- 4) Trees that are removed by Permittee without authorization, or which are damaged by Permittee and are determined by the Forest Preserves to require removal, shall be replaced at sole cost by Permittee. Replacement tree variety(ies) and location(s) will be determined by the Forest Preserves.
- 5) Permittee will be fined for the removal of trees in accordance with the requirements, policies and Code of the Forest Preserves of Cook County.

### L. Site Restoration

1. By the expiration date or upon termination of this Permit, Permittee shall restore all disturbed or damaged areas to like conditions as existed prior to commencement of the work. Failure to restore the site will be considered a violation of the Permit until the restoration is complete (see Section D above). All restoration must be approved by the Forest Preserves.



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

### M. Use of Site

1. All work shall be scheduled to avoid disruption of or conflict with normal Forest Preserves activities. Any temporary interruption of Forest Preserves operations or services shall be requested and approved prior to that interruption.
2. Permittee will be required to conduct its Work so as not to unnecessarily obstruct the activities of others who also may be engaged in Work on this or any other project.
3. Only such materials and equipment as are necessary for the construction of the work shall occupy any space at the permitted site.

### N. Access to Facilities

1. It shall be Permittee's responsibility to obtain access to facilities, and to arrange for adequate security at the end of each work day, on weekends and at all other appropriate times.

### O. Safety

1. Permittee shall take all precautions and safeguards necessary for the complete protection of the public, employees and Forest Preserve property.
2. Permittee shall prohibit all lighting of fires on and about Forest Preserve property.
3. All combustible materials must be stored in approved safety containers and placed in safe locations.
4. Permittee shall provide all security traffic control, covering of open trenches and other safety measures reasonably required and/or as may be requested by the Forest Preserve.
5. The Forest Preserve may at any time require additional provisions if such are deemed necessary for public safety or convenience.

### P. Energy Conservation

1. Permittee shall promote efficient use of all energy. Permittee shall turn off all lights, faucets, valves, and equipment when not in use.
2. All temporary lighting shall have compact fluorescent lights (CFLs) or other energy efficient lights.





## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

**Q. As-Built Drawings, when applicable**

1. Permittee shall, upon completion of the work, provide one complete, legible, reproducible set of the As-Built Drawings to the Forest Preserves at the Permittee's expense.

**R. Testing Results, when applicable**

1. Permittee shall provide to the Forest Preserves copies of the results of any analytical monitoring, testing or sampling performed by Permittee on Forest Preserves property. A copy of the final report, when issued, shall also be provided to the Forest Preserves.

**S. Liability**

1. Permittee shall promptly and fully reimburse the Forest Preserves for all loss or damages to Forest Preserves property and any work necessary to be performed by the Forest Preserves as a result of this project within seven days of billing by the Forest Preserves.
2. The Forest Preserves is not responsible for the damage or loss of any equipment belonging to the Permittee during the operation of this Permit.
3. Permittee shall remove from Forest Preserves property at no cost to the Forest Preserves all excess materials resulting from the work upon expiration of this Permit.
4. Any material or equipment which is removed or disconnected and, in the opinion of the Forest Preserves, is of value, but is not specified for reuse, shall remain the property of the Forest Preserves. Care shall be taken by the Permittee to prevent damage in handling this property.
5. Permittee shall forfeit its security deposit if it occupies the area covered by this Permit after the Permit's expiration. The Forest Preserves has the right to remove, at Permittee's cost, any materials or equipment left on Forest Preserves property after the expiration of the Permit.

**T. Insurance or Waivers**

For the duration of this Permit and at all times in which Permittee is occupying Forest Preserves property, Permittee shall maintain insurance coverages in the amounts and types specified, and on the terms and conditions set forth in Attachment B.

**U. Indemnification**

Permittee shall indemnify, keep and save harmless the Forest Preserves, its commissioners, officers, employees, agents, volunteers and contractors (collectively, the Forest Preserves Indemnitees) from any and all loss, cost, damage, expense, judgment or liability of any kind whatsoever that the Forest Preserves Indemnitees may be put to or which may be recovered from the Forest Preserves Indemnitees by reason of or on account of anything done by the Permittee or by virtue of this Permit being granted.



## **SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS**

### **V. Cancellation**

This Permit is subject to cancellation or change at any time by the General Superintendent or authorized representative of the Forest Preserves.

### **W. Disputes**

The General Superintendent or authorized representative will decide all questions that arise with respect to this Permit including, but not limited to, the assessment of any fees or fines, or the reduction of the security deposit.

### **X. Disclaimer**

1. It shall be understood that this Permit does not in any way create the relationship of joint venture or partnership between the Forest Preserves and the Permittee.
2. The issuance of this Permit does not indicate Forest Preserves approval of any of the elements of the proposed construction or relieve Permittee from its responsibilities for protection, repairing or replacing any public or private property affected by the construction or any other work performed under this Permit.



## SPECIAL ACCESS PERMIT GENERAL TERMS AND CONDITIONS

### SIGNATURE PAGE

I have read, understood and agree to abide by all the terms, conditions and limitations contained in "Attachment C: Terms and Conditions."

Respectfully submitted:

\_\_\_\_\_  
Signature of Authorized Officer or Representative of Permit Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Written Name of Authorized Officer or Representative of Permit Applicant

\_\_\_\_\_  
Title of Authorized Officer or Representative of Permit Applicant

**Access / Construction Permit Fees**

Using the Per Acre License Fee for a Per Acre 1 Year Permit Fee

Year	Permit Fee/Acre	Per Day/Per SF	30 Day Permit Low Impact					
			100 S.F.	500 S.F.	1,000 S.F.	2,000 S.F.	10,000 S.F.	20,000 S.F.
2014	\$68,000.00	0.00428	\$12.83	\$64.15	\$128.31	\$256.61	\$1,283.07	\$2,566.13
2015	\$70,000.00	0.00440	\$13.21	\$66.04	\$132.08	\$264.16	\$1,320.80	\$2,641.61
2016	\$72,000.00	0.00453	\$13.59	\$67.93	\$135.85	\$271.71	\$1,358.54	\$2,717.08
2017	\$82,000.00	0.00516	\$15.47	\$77.36	\$154.72	\$309.45	\$1,547.23	\$3,094.46
2018	\$84,000.00	0.00528	\$15.85	\$79.25	\$158.50	\$316.99	\$1,584.97	\$3,169.93
2019	\$86,000.00	0.00541	\$16.23	\$81.14	\$162.27	\$324.54	\$1,622.70	\$3,245.41
2020	\$88,000.00	0.00553	\$16.60	\$83.02	\$166.04	\$332.09	\$1,660.44	\$3,320.88
2021	\$90,000.00	0.00566	\$16.98	\$84.91	\$169.82	\$339.64	\$1,698.18	\$3,396.35

  

Year	Permit Fee/Acre	Per Day/Per SF	30 Day Permit High Impact (4X Low Impact)					
			100 S.F.	500 S.F.	1,000 S.F.	2,000 S.F.	10,000 S.F.	20,000 S.F.
2014	\$272,000.00	0.01711	\$51.32	\$256.61	\$513.23	\$1,026.45	\$5,132.27	\$10,264.54
2015	\$280,000.00	0.01761	\$52.83	\$264.16	\$528.32	\$1,056.64	\$5,283.22	\$10,566.44
2016	\$288,000.00	0.01811	\$54.34	\$271.71	\$543.42	\$1,086.83	\$5,434.17	\$10,868.33
2017	\$328,000.00	0.02063	\$61.89	\$309.45	\$618.89	\$1,237.78	\$6,188.91	\$12,377.83
2018	\$336,000.00	0.02113	\$63.40	\$316.99	\$633.99	\$1,267.97	\$6,339.86	\$12,679.72
2019	\$344,000.00	0.02164	\$64.91	\$324.54	\$649.08	\$1,298.16	\$6,490.81	\$12,981.62
2020	\$352,000.00	0.02214	\$66.42	\$332.09	\$664.18	\$1,328.35	\$6,641.76	\$13,283.52

**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 <sup>17</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>27</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>27</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

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

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **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 consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

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

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

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

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

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

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

**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **20** working days.



## **STEEL COST ADJUSTMENT (BDE)**

Effective: April 2, 2004

Revised: August 1, 2017

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

## **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.