### **BID PROPOSAL INSTRUCTIONS**

**ABOUT IDOT PROPOSALS:** All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

#### **PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

#### WHO CAN BID?

Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction.

### **REQUESTS FOR AUTHORIZATION TO BID**

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

#### WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

#### **ABOUT AUTHORIZATION TO BID**

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

#### ADDENDA AND REVISIONS

It is the bidder's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum or revision will be included with the Electronic Plans and Proposals. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin">http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin</a> before submitting final bid information.

#### IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.D&Econtracts@illlinois.gov

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <a href="mailto:Timothy.Garman@illinois.gov">Timothy.Garman@illinois.gov</a>.

#### STANDARD GUIDELINES FOR SUBMITTING BIDS

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages i iii and pages a g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

#### **BID SUBMITTAL CHECKLIST**

Cover page (the sheet that has the item number on it) – This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
☐ Page 4 (Item 9) — Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
☐ <b>After page 4</b> – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.
☐ Page 10 (Paragraph J) – Check "YES" or "NO" whether your company has any business in Iran.
☐ Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
☐ Page 11 (Paragraph L) – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
☐ Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
☐ Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
□ Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". Ownership Certification (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
☐ Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

☐ <b>Proposal Bid Bond</b> – (Insert after the proposal signature page) Submit you using the current Proposal Bid Bond form provided in the proposal package. the Proposal Bid Bond. If you are using an electronic bond, include your bid the Proof of Insurance printed from the Surety's Web Site.	The Power of Attorney page should be stapled to
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – T Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SB documentation of a Good Faith Effort, it is to follow the SBE Forms.	
The Bid Letting is now available in streaming Audio/Video from the IDOT the main page of the current letting on the day of the Letting. The stream will bids does not begin until approximately 10:30 AM.	<b>T Web Site.</b> A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the en Web page for the current letting.	nd of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

5

112191111 11111 212
Proposal Submitted By
Name
Address
City

### Letting March 4, 2016

### NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

## Notice to Bidders, Specifications, Proposal, Contract and Contract Bond



Springfield, Illinois 62764

Contract No. 60v02 COOK County Section (30&1820)N-2(12) Route FAP 343 Project ACCM-0343(029) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
A Cashier's Check or a Certified Check is included
☐ An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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1.

**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

**District 1 Construction Funds** 

Proposal of
Taxpayer Identification Number (Mandatory)
For the improvement identified and advertised for bids in the Invitation for Bids as:
Contract No. 60v02 COOK County Section (30&1820)N-2(12) Project ACCM-0343(029) Route FAP 343

This project consists of adding turn lanes and modernizing existing traffic signals at two intersection; IL 68 (Dundee Road) and Landwehr Road; IL 68 (Dundee Road) and Pfingsten Road.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents will govern performance and payments.

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c		roposal luaranty
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000\$	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000\$	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000\$	250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000\$	3400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000\$	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$	600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000\$	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1	,000,000

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is	\$(	). If this proposal is accepted
and the undersigned will fail to execute a contract bond as required herein, it is hereby	y agreed that the amount of	the proposal guaranty will become the
property of the State of Illinois, and shall be considered as payment of damages due	e to delay and other causes	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond will bec	ome void or the proposal	guaranty check will be returned to the
undersigned.		

undersigned.		sine told of the proposal guaranty officer will be foldined to the
Attach Cashier's C	heck or Certif	ied Check Here
In the event that one proposal guaranty check is intended to cover two of the proposal guaranties which would be required for each individual proposal, state below where it may be found.		
The proposal guaranty check will be found in the bid proposal for:	Item	
	Section No.	
	County	

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

6.	following combit the combination proportion to th	A BIDS. The undersigned bidder further agrees that if awarded the nation, he/she will perform the work in accordance with the requirem bid specified in the schedule below, and that the combination bid e bid submitted for the same. If an error is found to exist in the grosed in a combination, the combination bid shall be corrected as provide	ents of each individual contract comprisin I shall be prorated against each section i ss sum bid for one or more of the individua				
		n a combination bid is submitted, the schedule below must be corising the combination.	ompleted in each proposal				
		ernate bids are submitted for one or more of the sections comproination bid must be submitted for each alternate.	rising the combination, a				
		Schedule of Combination Bids					
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents				
7.	schedule of prid all extensions schedule are ap is an error in th will be made of The scheduled	F PRICES. The undersigned bidder submits herewith, in accordances for the items of work for which bids are sought. The unit prices and summations have been made. The bidder understands the opproximate and are provided for the purpose of obtaining a gross subsequence of the unit prices, the unit prices will govern. Payment only for actual quantities of work performed and accepted or material quantities of work to be done and materials to be furnished may be here in the contract.	bid are in U.S. dollars and cents, and the quantities appearing in the bid im for the comparison of bids. If there to the contractor awarded the contract is furnished according to the contract.				
8.	8. <b>AUTHORITY TO DO BUSINESS IN ILLINOIS.</b> Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.						
9.	Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.						
10.	The services of	of a subcontractor will be used.					
	Check box Check box						
	their name	subcontractors with subcontracts with an annual value of more than, address, general type of work to be performed, and the dollar alloca 00/20-120)					

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

 Project Number
 Route

 ACCM-0343/029/
 FAP 343

County Name - COOK-Code - 31 - District - 1 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0324085	EM VEH P S LSC 20 3C	FOOT	751.000				
X0324599	ROD AND CLEAN EX COND	FOOT	400.000				
X1400081	FAC T SUPER P CAB SP	EACH	2.000				
X1400148	ECA C 2/C#10 GRND	FOOT	950.000				
X4022000	TEMP ACCESS- COM ENT	EACH	5.000				
X5537800	SS CLEANED 12	FOOT	150.000				
X6030310	FR & LIDS ADJUST SPL	EACH	50.000				
X6640300	CH LK FENCE REMOV	FOOT	252.000				
X8100105	CONDUIT SPLICE	EACH	3.000				
X8210040	TEMP LUM HPSV HM 400W	EACH	8.000				
X8620200	UNINTER POWER SUP SPL	EACH	2.000				
X8710024	FOCC62.5/125 MM12SM24	FOOT	7,076.000				
X8772115	TEMP MA A 15	EACH	8.000				
Z0007510	ENGINEERED BARRIER	SQ YD	230.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Project Number Route
ACCM-0343/029/ FAP 343

County Name - COOK-Code - 31 - District - 1 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
Z0018500	DRAINAGE STR CLEANED	EACH	2.000				
Z0030850	TEMP INFO SIGNING	SQ FT	205.600				
Z0033020	LUM SFTY CABLE ASMBLY	EACH	8.000				
Z0033028	MAINTAIN LIGHTING SYS	CAL MO	6.000				
Z0033040	ELEC SVC DSCNNCT L&TS	EACH	2.000				
Z0033046	RE-OPTIMIZE SIG SYS 2	EACH	2.000				
Z0073510	TEMP TR SIGNAL TIMING	EACH	2.000				
Z0076600	TRAINEES	HOUR	500.000		0.800		400.000
Z0076604	TRAINEES TPG	HOUR	500.000		15.000		7,500.000
20100110	TREE REMOV 6-15	UNIT	20.000				
20100210	TREE REMOV OVER 15	UNIT	18.000				
20101000	TEMPORARY FENCE	FOOT	279.000				
20101200	TREE ROOT PRUNING	EACH	2.000				
20101700	SUPPLE WATERING	UNIT	28.000				
20200100	EARTH EXCAVATION	CU YD	1,456.000				

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Project Number	Route
ACCM-0343/029/	FAP 343

County Name - COOK-Code - 31 - District - 1 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
20800150	TRENCH BACKFILL	CU YD	1,040.000				
21101505	TOPSOIL EXC & PLAC	CU YD	665.000				
25000400	NITROGEN FERT NUTR	POUND	68.000				
25000500	PHOSPHORUS FERT NUTR	POUND	68.000				
25000600	POTASSIUM FERT NUTR	POUND	68.000				
25200110	SODDING SALT TOLERANT	SQ YD	3,667.000				
28000250	TEMP EROS CONTR SEED	POUND	132.000				
28000400	PERIMETER EROS BAR	FOOT	1,585.000				
28000510	INLET FILTERS	EACH	14.000				
30300112	AGG SUBGRADE IMPR 12	SQ YD	1,636.000				
31101200	SUB GRAN MAT B 4	SQ YD	748.000				
35501309	HMA BASE CSE 6 1/4	SQ YD	463.000				
35501316	HMA BASE CSE 8	SQ YD	252.000				
35501322	HMA BASE CSE 9 1/2	SQ YD	994.000				
40600275	BIT MATLS PR CT	POUND	11,261.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

 Project Number
 Route

 ACCM-0343/029/
 FAP 343

County Name - COOK-Code - 31 - District - 1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
40600400	MIX CR JTS FLANGEWYS	TON	25.000				
40600827	P LB MM IL-4.75 N50	TON	690.000				
40600982	HMA SURF REM BUTT JT	SQ YD	224.000				
40603335	HMA SC "D" N50	TON	28.000				
40603565	P HMA SC "E" N70	TON	1,635.000				
42001300	PROTECTIVE COAT	SQ YD	471.000				
42300400	PCC DRIVEWAY PAVT 8	SQ YD	728.000				
42400200	PC CONC SIDEWALK 5	SQ FT	6,316.000				
42400410	PC CONC SIDEWALK 8	SQ FT	398.000				
42400800	DETECTABLE WARNINGS	SQ FT	446.000				
44000159	HMA SURF REM 2 1/2	SQ YD	15,245.000				
44000200	DRIVE PAVEMENT REM	SQ YD	332.000				
44000300	CURB REM	FOOT	386.000				
44000500	COMB CURB GUTTER REM	FOOT	1,587.000				
44000600	SIDEWALK REM	SQ FT	5,840.000				
44004250	PAVED SHLD REMOVAL	SQ YD	80.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

 Project Number
 Route

 ACCM-0343/029/
 FAP 343

County Name - COOK-Code - 31 - District - 1 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
44201341	CL C PATCH T2 9	SQ YD	12.000				
44201827	CL D PATCH T2 15	SQ YD	60.000				
550A0340	STORM SEW CL A 2 12	FOOT	147.000				
550A0360	STORM SEW CL A 2 15	FOOT	708.000				
550A0380	STORM SEW CL A 2 18	FOOT	287.000				
550A0400	STORM SEW CL A 2 21	FOOT	324.000				
60107600	PIPE UNDERDRAINS 4	FOOT	1,493.000				
60200105	CB TA 4 DIA T1F OL	EACH	1.000				
60206905	CB TC T1F OL	EACH	9.000				
60207605	CB TC T8G	EACH	1.000				
60218300	MAN TA 4 DIA T1F OL	EACH	1.000				
60218400	MAN TA 4 DIA T1F CL	EACH	3.000				
60221000	MAN TA 5 DIA T1F OL	EACH	1.000				
60221100	MAN TA 5 DIA T1F CL	EACH	3.000				
60223700	MAN TA 6 DIA T1F OL	EACH	1.000				

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Proje	ect Number	Route
ACC	M-0343/029/	FAP 343

County Name - COOK-Code - 31 - District - 1 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
60250200	CB ADJUST	EACH	3.000				
60255500	MAN ADJUST	EACH	4.000				
60257900	MAN RECONST	EACH	1.000				
60300305	FR & LIDS ADJUST	EACH	11.000				
60600605	CONC CURB TB	FOOT	325.000				
60603800	COMB CC&G TB6.12	FOOT	1,535.000				
60605000	COMB CC&G TB6.24	FOOT	82.000				
66400305	CH LK FENCE 6	FOOT	280.000				
66900200	NON SPL WASTE DISPOSL	CU YD	785.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	6.000				
66901000	BACKFILL PLUGS	CU YD	35.000				
67000400	ENGR FIELD OFFICE A	CAL MO	9.000				
67100100	MOBILIZATION	L SUM	1.000				
70100310	TRAF CONT-PROT 701421	L SUM	1.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Project Number Route
ACCM-0343/029/ FAP 343

County Name - COOK-Code - 31 - District - 1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
70102625	TR CONT & PROT 701606	L SUM	1.000				
70102632	TR CONT & PROT 701602	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	30.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	1.000				
70300100	SHORT TERM PAVT MKING	FOOT	9,124.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	542.000				
70300220	TEMP PVT MK LINE 4	FOOT	6,163.000				
70300240	TEMP PVT MK LINE 6	FOOT	2,582.000				
70300260	TEMP PVT MK LINE 12	FOOT	1,335.000				
70300280	TEMP PVT MK LINE 24	FOOT	380.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	3,042.000				
72000100	SIGN PANEL T1	SQ FT	101.500				
72000200	SIGN PANEL T2	SQ FT	63.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Project Number Route
ACCM-0343/029/ FAP 343

County Name - COOK-Code - 31 - District - 1 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
72900100	METAL POST TY A	FOOT	179.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	542.000				
78000200	THPL PVT MK LINE 4	FOOT	6,163.000				
78000400	THPL PVT MK LINE 6	FOOT	2,582.000				
78000600	THPL PVT MK LINE 12	FOOT	1,335.000				
78000650	THPL PVT MK LINE 24	FOOT	380.000				
78100100	RAISED REFL PAVT MKR	EACH	450.000				
78300200	RAISED REF PVT MK REM	EACH	450.000				
81028200	UNDRGRD C GALVS 2	FOOT	2,169.000				
81028210	UNDRGRD C GALVS 2 1/2	FOOT	97.000				
81028220	UNDRGRD C GALVS 3	FOOT	212.000				
81028240	UNDRGRD C GALVS 4	FOOT	980.000				
81400100	HANDHOLE	EACH	11.000				
81400200	HD HANDHOLE	EACH	8.000				
81400300	DBL HANDHOLE	EACH	4.000				

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Project Number	Route
ACCM-0343/029/	FAP 343

County Name - COOK-Code - 31 - District - 1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
81800300	A CBL 3-1C2 MESS WIRE	FOOT	750.000				
82102400	LUM SV HOR MT 400W	EACH	8.000				
84100110	REM TEMP LIGHT UNIT	EACH	8.000				
85000200	MAIN EX TR SIG INSTAL	EACH	3.000				
86400100	TRANSCEIVER - FIB OPT	EACH	2.000				
87300925	ELCBL C TRACER 14 1C	FOOT	7,076.000				
87301215	ELCBL C SIGNAL 14 2C	FOOT	2,968.000				
87301225	ELCBL C SIGNAL 14 3C	FOOT	3,836.000				
87301245	ELCBL C SIGNAL 14 5C	FOOT	3,135.000				
87301255	ELCBL C SIGNAL 14 7C	FOOT	5,052.000				
87301305	ELCBL C LEAD 14 1PR	FOOT	4,291.000				
87301805	ELCBL C SERV 6 2C	FOOT	71.000				
87301900	ELCBL C EGRDC 6 1C	FOOT	2,977.000				
87702950	STL COMB MAA&P 44	EACH	4.000				
87702960	STL COMB MAA&P 46	EACH	2.000				

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

Project Number Route
ACCM-0343/029/ FAP 343

County Name - COOK-Code - 31 - District - 1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
87702985	STL COMB MAA&P 52	EACH	1.000				
87703010	STL COMB MAA&P 56	EACH	1.000				
87800150	CONC FDN TY C	FOOT	8.000				
87800415	CONC FDN TY E 36D	FOOT	93.000				
87800420	CONC FDN TY E 42D	FOOT	21.000				
87900200	DRILL EX HANDHOLE	EACH	1.000				
88030020	SH LED 1F 3S MAM	EACH	3.000				
88030100	SH LED 1F 5S BM	EACH	4.000				
88030110	SH LED 1F 5S MAM	EACH	4.000				
88200410	TS BACKPLATE L F PLAS	EACH	24.000				
88500100	INDUCTIVE LOOP DETECT	EACH	19.000				
88600100	DET LOOP T1	FOOT	2,183.000				
88800100	PED PUSH-BUTTON	EACH	7.000				
89000100	TEMP TR SIG INSTALL	EACH	2.000				
89500100	RELOC EX SIG HEAD	EACH	29.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 60V02

State Job # - C-91-509-12

 Project Number
 Route

 ACCM-0343/029/
 FAP 343

County Name - COOK-Code - 31 - District - 1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
89500200	RELOC EX PED SIG HEAD	EACH	16.000				
89500400	RELOC EX PED PUSH-BUT	EACH	9.000				
89501150	RELOC EX TS POST	EACH	8.000				
89501400	REL EM VEH PR SYS D U	EACH	4.000				
89501410	REL EM VEH PR SYS P U	EACH	2.000				
89502300	REM ELCBL FR CON	FOOT	7,076.000				
89502375	REMOV EX TS EQUIP	EACH	2.000				
89502380	REMOV EX HANDHOLE	EACH	21.000				
89502382	REMOV EX DBL HANDHOLE	EACH	4.000				
89502385	REMOV EX CONC FDN	EACH	18.000				

CONTRACT NUMBER	60V02	
THIS IS THE TOTAL BID		\$

#### NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

## STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

#### I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.
- ☐ I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

#### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code. Information concerning the exemption process is available from the Department upon request.

#### B. Negotiations

Section 50-15. Negotiations.

It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

CPOs, SPOs, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid or submission to a vendor portal is submitted.

#### F. Confidentiality

Section 50-45. Confidentiality.

Any CPO, SPO, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

#### G. Insider Information

Section 50-50. Insider information.

It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

☐ I acknowledge, understand and accept these terms and conditions for the above assurances.

#### **III. CERTIFICATIONS**

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### D. Prohibited Bidders, Contractors and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

#### E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

#### F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

#### G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-11.

- (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article.
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

#### H. International Anti-Boycott

Section 5 of the International Anti-Boycott Certification Act provides every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

The bidder makes the certification set forth in Section 5 of the Act.

#### I. Drug Free Workplace

The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

#### J. Disclosure of Business Operations in Iran

Section 50-36 of the Code provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code may cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appro	priate statement:
//	Company has no business operations in Iran to disclose.
//	Company has business operations in Iran as disclosed on the attached document.

#### K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.

Addtionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

NA-FEDERAL_	

The requirements of these certifications and disclosures are a material part of the contract, and the contractor shall require these certification provisions to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking, or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

#### L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals or any other procurement opportunity is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Code, and that it makes the following certification:

The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Code. This provision does not apply to Federal-aid contracts.

#### M. Lobbyist Disclosure

Section 50-38 of the Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract.
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The CPO shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

		Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
	Or	
		Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
		address of person:ees, compensation, reimbursements and other remuneration paid to said person:
□lac	knc	welledge understand and accept these terms and conditions for the above certifications

#### **IV. DISCLOSURES**

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

#### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$50,000 and all submissions to a vendor portal shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

The current annual salary of the Governor is \$177,412.00.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.** 

#### C. <u>Disclosure Form Instructions</u>

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per individual per bid</u> even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

#### Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

### ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
O'the Otate 7's		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$50,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

#### DISCLOSURE OF FINANCIAL INFORMATION

 Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (	(type or print information)		
NAME:			
ADDRESS			
Type of owner	rship/distributable income share	9:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	f ownership/distributable income s	hare:	

- 2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
  - (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes No

If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority?
   Yes \_\_\_No \_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

3.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you e (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive n, partnership, association or
4.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you a or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amour salary of the Governor?	nd your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including con previous 2 years.	
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appointed agency of the State of Illinois, and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual	d to or employed by any 0% of the or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributable firm, partnership, association or corporation, or (ii) an amount in excannual salary of the Governor?	I salary of the Governor, e income of your
4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more that aggregate of the total distributable income from your firm, partnership (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you an 15% in the
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the govern government authorized by the Constitution of the State of Illinoic currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the previous 2 ye daughter.	ears; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State a, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registered lob	byist of the State government. YesNo

e previous 2 years; spouse, father, mother, YesNo
s, by any registered election or reelection elerk of the State of Illinois, or any political the Federal Board of Elections.  YesNo
r; who was a compensated employee in the registered with the Secretary of State or any ttee registered with either the Secretary of
Yes No
t of the bidder or offeror who is not identified ig, or may communicate with any State officer continuing obligation and must be prompout the term of the contract. If no person

**4. Suspension or Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):	
Nature of disclosure:	
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Unpenalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of knowledge.	
Completed by:	
Signature of Individual or Authorized Representative Date	
NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have determined that no individuals associated with this organization the criteria that would require the completion of this Form A.	n meet
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page	€.
Signature of Authorized Representative Date	_

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Code.

### ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Financial Related Information Disclosure

Contractor Na	ıme				
Legal Address	3				$\dashv$
City, State, Zi	p				_
Telephone Nu	ımber		Email Address	Fax Number (if available)	
			l s Form is required by Section 50-3 dicly available contract file. This Fo	I 5 of the Code (30 ILCS 500). rm B must be completed for all bids	 S.
	DISCLOSURE (	OF OTHER (	CONTRACTS AND PROCUREME	NT RELATED INFORMATION	
has any per any other S	nding contracts (inc state of Illinois agend	luding leases cy: Yes _	ement Related Information. The Es), bids, proposals, or other ongoin No to complete the signature box on the	g procurement relationship with	
	such as bid or proje		relationship by showing State of III attach additional pages as necessa	inois agency name and other descr ry). SEE DISCLOSURE FORM	iptive
		THE FOL	LOWING STATEMENT MUST BE	CHECKED	
			Signature of Authorized Representative	Date	
			OWNERSHIP CERTIFICATI	<u>ON</u>	
	e certify that the foll of ownership.	owing stater	nent is true if the individuals for al	submitted Form A disclosures do	not total
			erest is held by individuals receiv butive income or holding less than	ring less than \$106,447.20 of the a 5% ownership interest.	bidding
	☐ Yes ☐ No		Form A disclosure(s) established 1	00% ownership)	

#### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights Act are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**PART I. IDENTIFICATION** 

Contract No. 60v02 COOK County Section (30&1820)N-2(12) Project ACCM-0343(029) Route FAP 343 District 1 Construction Funds

Dept. of Human Rig	hts #							Duratio	n of P	roject	:						
Name of Bidder:																	
PART II. WORKFO A. The undersigned which this contract wo projection including a	bidder hark is to be	as analyz e perform	ed mir	d for th	ne locati	ons fro	m whi	ch the b	idder re	cruits	employ	ees, and he	ereby subn	nits the foll	lowin cont	g workfo	
		TOT	AL Wo		Projec	tion for	Contra	act						CURRENT		PLOYE	ES
					ORITY I					TRA	AINEES	;		TO BE TO CO			
JOB		TAL	П	A 017	LUOD	A N.II.O		HER		REN- ON THE JOB CES TRAINEES		TOTAL EMPLOYEES			MINORITY EMPLOYEES		
CATEGORIES	M	OYEES F	M	ACK I F	HISP/ M	ANIC F	M	IOR. F	TIC M	,ES F	M	F	M	F F		M	JYEES F
OFFICIALS (MANAGERS)				·		·						·		•			,
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
~		BLE C	-11	. (	\t. ·				7		Ī	FOR	DEPART	MENT USE	ON	LY	
EMPLOYEES	OTAL Tra	aining Pr TAL	ojectio T	n tor C	ontract		*0	THER	1								
IN	_	OYEES	BL	ACK	HISP	ANIC	_	NOR.									
TRAINING	М	F	М	F	М	F	М	F	]								
APPRENTICES																	
ON THE JOB TRAINEES																	
*C	Other minori	ties are def	ined as	Asians	<ul><li>(A) or Nat</li></ul>	ive Ameı	ricans (N	٧).			L						

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

Please specify race of each employee shown in Other Minorities column.

# **RETURN WITH BID**

Contract No. 60v02 COOK County Section (30&1820)N-2(12) Project ACCM-0343(029) Route FAP 343 District 1 Construction Funds

# PART II. WORKFORCE PROJECTION - continued

В.		led in "Total Employees" under Table A is the total the undersigned bidder is awarded this contract.	number of <b>new hires</b> that would	be employed in the
	The u	ndersigned bidder projects that: (number)		new hires would be
	recrui	ndersigned bidder projects that: (number)ted from the area in which the contract project is lo		
	offico	or base of operation is located.	be recruited from the area in which	ch the bidder's principal
		•		
C.		led in "Total Employees" under Table A is a project signed bidder as well as a projection of numbers o		
	The u	ndersigned bidder estimates that (number)		persons will
	be dir	ndersigned bidder estimates that (number)ectly employed by the prime contractor and that (no byed by subcontractors.	umber)	persons will be
PART I	II. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geare utiliza	indersigned bidder understands and agrees that it it is projection included under <b>PART II</b> is determined job category, and in the event that the undersignencement of work, develop and submit a writter it is the completion stages of the contract) what it is a corrected. Such Affirmative Action Plantinois Department of Human Rights.	ed to be an underutilization of migned bidder is awarded this cont on Affirmative Action Plan included nereby deficiencies in minority a	nority persons or women ract, he/she will, prior to ling a specific timetable and/or female employee
B.	submi	ndersigned bidder understands and agrees that the itted herein, and the goals and timetable included upart of the contract specifications.		
Comp	any		Telephone Number	
Addre				
7.00.0				
		NOTICE REGARDIN		
		signature on the Proposal Signature Sheet will constituted only if revisions are required.	e the signing of this form. The follow	wing signature block needs
Signat	ure: 🗌		Title:	Date:
Instructi	ons:	All tables must include subcontractor personnel in addition to	prime contractor personnel.	
Table A	-	Include both the number of employees that would be hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprenti	all apprentices and on-the-job trainees.	The "Total Employees" column
Table B	-	Include all employees currently employed that will be allocate currently employed.	ed to the contract work including any appre	entices and on-the-job trainees
Table C	-	Indicate the racial breakdown of the total apprentices and on-	the-job trainees shown in Table A.	

# **RETURN WITH BID**

# **ADDITIONAL FEDERAL REQUIREMENTS**

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

# **RETURN WITH BID**

Contract No. 60v02 COOK County Section (30&1820)N-2(12) Project ACCM-0343(029) Route FAP 343 District 1 Construction Funds

# PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name	
Signature of Owner	
Business Address	
Firm Name	
Ву	
Business Address	
	Name and Address of All Members of the Firm:
Corporate Name	
Ву	Signature of Authorized Representative
	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
	, ,
Attest	Signature
Duningan Addungan	
Business Address	
Corporate Name	
-,	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
	Typed of printed name and title of Authorized Representative
Attest	
	Signature
Business Address	
nlease attach an addit	onal signature sheet
	Signature of Owner Business Address  Firm Name By Business Address  Corporate Name By  Attest Business Address  Corporate Name By

# **Return with Bid**



# Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on	and shall be valid until 11:59 PM (CDST).
KNOW ALL PERSONS BY THESE PRESENTS, That We	
as PRINCIPAL, and	
price, or for the amount specified in the bid proposal under "	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  day of A.D.,
(Company Name)	(Company Name)
Ву	Ву
(Signature and Title)	(Signature of Attorney-in-Fact)
Notary for PRINCIPAL	Notary for SURETY
STATE OF	STATE OF
COUNTY OF	COUNTY OF
Signed and attested before me on (date)	Signed and attested before me on (date)
by	
(Name of Notary Public)	(Name of Notary Public)
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)
(Date Commission Expires)	(Date Commission Expires)

signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety
are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

Electronic Bid Bond ID #	Company/Bidder Name	Signature and Title

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.

# Illinois Department of Transportation

# **Return with Bid**

# Division of Highways Proposal Bid Bond

		Item No.	
		Letting Date	e
(NOW ALL PERSONS BY THE	SE PRESENTS, That We		
as PRINCIPAL, and			
the amount specified in the bid	proposal under "Proposal Guaranty" i	in effect on the date of the Invitation for	of 5 percent of the total bid price, or for r Bids, whichever is the lesser sum, well s, executors, administrators, successors
			omitted a bid proposal to the STATE OF retation Bulletin Item Number and Letting
specified in the bidding and cor with the terms of the bidding and with good and sufficient surety prosecution thereof; or if, in the pays to the Department the diffe	ntract documents; and if, after award documents including evide for the faithful performance of such event of the failure of the PRINCIP perence not to exceed the penalty here tract with another party to perform the	by the Department, the PRINCIPAL sence of the required insurance coverage contract and for the prompt payment AL to enter into such contract and to go for between the amount specified in the	RINCIPAL shall, within the time and as shall enter into a contract in accordance es and providing such bond as specified to of labor and material furnished in the give the specified bond, the PRINCIPAL bid proposal and such larger amount for the this obligation shall be null and void,
hen Surety shall pay the penal within such period of time, the [	sum to the Department within fiftee	n (15) days of written demand therefo ollect the amount owed. Surety is liable	as set forth in the preceding paragraph, r. If Surety does not make full payment e to the Department for all its expenses,
n TESTIMONY WHEREOF, caused this instrument to be day of		In TESTIMONY WHEREOF, instrument to be signed by its day of	the said SURETY has caused this officer  A.D.,
(Compa	any Name)	(Com	pany Name)
Зу		Ву	
(Sign	ature and Title)		e of Attorney-in-Fact)
Notary for PRINCIPAL		Notary for SURETY	
STATE OF		STATE OF	
COUNTY OF		COUNTY OF	
Signed and attested before r	ne on (date)	Signed and attested before m	ne on (date)
(Name of	Notary Public)	(Name o	f Notary Public)
(Seal)		(Seal)	
,,	(Signature of Notary Public)		(Signature of Notary Public)
	(Date Commission Expires)	_	(Date Commission Expires)
proposal the Principal is en		oid bond has been executed and	Electronic Bid Bond. By signing the the Principal and Surety are firmly
Electronic Bid Bond ID #	Company/Bidder Nan	ne	Signature and Title



# **DBE Utilization Plan**

# (1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

### (2) Obligation

Date

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Pro	ject and Bid Identification			
Complet	te the following information concerning the project and bid:			
Route		Total Bid		_
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting [	Date			
Contrac	t No.			
Letting I	Item No.			
(4) Ass	surance			
	in my capacity as an officer of the undersigned bidder (or bidding company: (check one)  Meets or exceeds contract award goals and has provided do Disadvantaged Business Participation percent  Attached are the signed participation statements, forms SBE use of each business participating in this plan and assuring the work of the contract.  Failed to meet contract award goals and has included good for provided participation as follows:  Disadvantaged Business Participation percent  The contract goals should be accordingly modified or waiv support of this request including good faith effort. Also a required by the Special Provision evidencing availability and	cumented participation as fort  2025, required by the Spectat each business will perfort aith effort documentation to the ed. Attached is all informattached are the signed participation.	cial Provision evicem a commercial meet the goals a cation required by articipation state	dencing availability and ly useful function in the and that my company has the Special Provision in the ments, forms SBE 2025,
	business will perform a commercially useful function in the wo			
Bv	Company	The "as read" Low Bidder is re		•
•		Submit only one utilization pla submitted in accordance with		
Title		Bureau of Small Business Ent	erprises	Local Let Projects

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency



# **DBE Participation Statement**

Subcontractor Registration Number			Letting			
Participation Statement				Item No.		
(1) Instruction	าร			С	ontract No.	
accordance w	ith the special prov	r each disadvantaged bu vision and will be attach cking participation items	ed to the Utilization Pl	an form. If addition	nal space is needed	l complete an
(2) Work:						
Please indicat	te: J/V	Manufacturer	Supplier (60%)	Subcor	tractor	Trucking
Pay Item No.	Descri	ption (Anticipated items	for trucking)*	Quantity	Unit Price	Total
(2) Doutiel De	umant Itama (Far	any of the above items y	uhiah ava navtial nav it	a-ma)	Total	
	ist be sufficient to d	any of the above items v letermine a Commercially			work and subcontrac	t dollar amount:
When a DBE is subcontract, it	(4) Commitment When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.					explained.
In the event a contract, the p	DBE subcontractorime must submit	or second-tiers a portion a DBE Participation Sta	of its subcontract to o tement, with the detail	ne or more subcor s of the transaction	ntractors during the n(s) fully explained.	work of a
The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1 <sup>st</sup> Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.						
ű	nature for Contractor_	1 <sup>st</sup> Tier 2 <sup>nd</sup> Tier		•	DBE Firm 1 <sup>st</sup> Tier	2 <sup>nd</sup> Tier
Contact Pers	on		Cont	act Person		
Title			Title			
Firm Name	-		Firm	Name		
Address			Addı	ess		
City/State/Zip			City/	State/Zip		
Phone			Phoi	ne		
Email Addres	ss		Ema	il Address		
					E	
The Department of To-	anapartation is requestive all	and any and information that in passage	with accomplish the statut	ann an airitimed riades the enter	to and WC	

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

# PROPOSAL ENVELOPE



# **PROPOSALS**

for construction work advertised for bids by the Illinois Department of Transportation

Item No.	Item No.	Item No.

# Submitted By:

lame:	
address:	
Phone No.	

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

# **NOTICE**

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

# **NOTICE**

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 60v02 COOK County Section (30&1820)N-2(12) Project ACCM-0343(029) Route FAP 343 District 1 Construction Funds



# **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled <u>State Required Ethical Standards Governing Subcontractors</u>.

# STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

# A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

## B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

### C. <u>Debt Delinquency</u>

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### D. Prohibited Bidders, Contractors and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

## E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

Name of Subcontracting Company

Authorized Officer

Date

# SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

**A.** The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The CPO may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be scuspended or debarred for violations of the Code. Furthermore, the CPO may void the contract.

#### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

The current annual salary of the Governor is \$177,412.00.

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, proposal, lease, or other relationship.

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification.

## C. <u>Disclosure Form Instructions</u>

### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per individual per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
'FS"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The subcontractor is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

# Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.* 

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Subcontractor Name		
Subcontractor Name		
Legal Address		
Legal Address		
City, State, Zip		
Oity, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
relephone Number	Liliali Addiess	i ax inuitibei (ii available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

FOR INDIVIDUAL (type or print information)

# **DISCLOSURE OF FINANCIAL INFORMATION**

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

TOTT INDIVIDUAL (	type or print information)		
NAME:			
ADDRESS _			
Type of owner	ship/distributable income share:	:	
stock % or \$ value of	sole proprietorship ownership/distributable income sh	Partnershipare:	other: (explain on separate shee
	nterest relationships apply. If the		dicate which, if any, of the following is "Yes", please attach additional
(a) State employme	nt, currently or in the previous 3	years, including contractu	ual employment of services. Yes No
If your answer is	yes, please answer each of the	e following questions.	<u> </u>
-	currently an officer or employee way Authority?	e of either the Capitol Deve	elopment Board or the Illinois State YesNo
currently exceeds	currently appointed to or emplo appointed to or employed by a 60% of the annual salary of the or which you are employed and	ny agency of the State of le Governor, provide the na	Illinois, and your annual salary

	3.	If you are currently appointed to or employed by any a salary exceeds 60% of the annual salary of the Govern (i) more than 7 1/2% of the total distributable incomporation, or (ii) an amount in excess of 100% of the	nor, are you entitled to rece e of your firm, partnershi	eive p, association or ernor?
	4.	If you are currently appointed to or employed by any a salary exceeds 60% of the annual salary of the Governor minor children entitled to receive (i) more than 15 income of your firm, partnership, association or corpo the salary of the Governor?	nor, are you and your spou % in the aggregate of the	use e total distributable excess of two times
(b)		employment of spouse, father, mother, son, or daughte previous 2 years.	r, including contractual er	
	If	your answer is yes, please answer each of the following		J <u> </u>
	1.	Is your spouse or any minor children currently an office Board or the Illinois State Toll Highway Authority?	er or employee of the Cap YesNo	
		Is your spouse or any minor children currently appoint of Illinois? If your spouse or minor children is/are agency of the State of Illinois, and his/her annual annual salary of the Governor, provide the name of you of the State agency for which he/she is employed and	currently appointed to o salary exceeds 60% of the ir spouse and/or minor chi	r employed by any ne Idren, the name
	3.	If your spouse or any minor children is/are currently ap State of Illinois, and his/her annual salary exceeds 609 are you entitled to receive (i) more than 71/2% of the tifirm, partnership, association or corporation, or (ii) annual salary of the Governor?	of the annual salary of the otal distributable income o	ne Governor, f your of 100% of the
	4.	If your spouse or any minor children are currently app State of Illinois, and his/her annual salary exceeds 60% are you and your spouse or minor children entitled to aggregate of the total distributable income of your firm (ii) an amount in excess of two times the salary of the Co	o of the annual salary of the receive (i) more than 15 n, partnership, association Governor?	e Governor, % in the n or corporation, or
	- ·		YesN	
(C)	unit of	ve status; the holding of elective office of the State of Illi local government authorized by the Constitution of the currently or in the previous 3 years.		utes of the State of
(d)		onship to anyone holding elective office currently or in the r daughter.	ne previous 2 years; spous YesN	
(e)	Americ of the	ntive office; the holding of any appointive government of ca, or any unit of local government authorized by the Co State of Illinois, which office entitles the holder to comp scharge of that office currently or in the previous 3 years	nstitution of the State of I ensation in excess of the	llinois or the statutes expenses incurred in
		onship to anyone holding appointive office currently or in daughter.	the previous 2 years; spo YesN	
(g)	Emplo	syment, currently or in the previous 3 years, as or by any	registered lobbyist of the YesN	_

(h) Relationship to anyone who is or was a registered lobbyist son, or daughter.	in the previous 2 years; spouse, father, mother, YesNo
(i) Compensated employment, currently or in the previous 3 y committee registered with the Secretary of State or any contact action committee registered with either the Secretary of States	ounty clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or data last 2 years by any registered election or re-election common county clerk of the State of Illinois, or any political action of State or the Federal Board of Elections.	ttee registered with the Secretary of State or any ommittee registered with either the Secretary of
	YesNo
Communication Disclosure.	
Disclose the name and address of each lobbyist and other a Section 2 of this form, who is has communicated, is communic employee concerning the bid or offer. This disclosure i supplemented for accuracy throughout the process and threidentified, enter "None" on the line below:	eating, or may communicate with any State officer or s a continuing obligation and must be promptly
Name and address of person(s):	

3

**4. Suspension or Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract.

If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Officer Date **NOT APPLICABLE STATEMENT** Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name				
Legal Address				
City, State, Zip				
Telephone Number	Email Address	Fax Number (if available)		
Disclosure of the information contained in information shall become part of the publicl a total value of \$50,000 or more, from subcontracts.	y available contract file. This Form	B must be completed for subcontracts with		
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PRO	OCUREMENT RELATED INFORMATION		
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe sNo	r ongoing procurement relationship with		
	2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:			
THE FOLLO	WING STATEMENT MUST BE CH	ECKED		
П				
	Signature of Authorized Officer	Date		
	OWNERSHIP CERTIFICATION			
Please certify that the following statement is of ownership	s true if the individuals for all submit	ted Form A disclosures do not total 100%		
Any remaining ownership interest is parent entity's distributive income o		han \$106,447.20 of the bidding entity's or interest.		
□ Ves □ No □ N/A (Form	A disclosura(s) established 100% of	wnershin)		

# Illinois Department of Transportation

# **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mMarch 4, 2016. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 60v02 COOK County Section (30&1820)N-2(12) Project ACCM-0343(029) Route FAP 343 District 1 Construction Funds

This project consists of adding turn lanes and modernizing existing traffic signals at two intersection; IL 68 (Dundee Road) and Landwehr Road; IL 68 (Dundee Road) and Pfingsten Road.

- 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, 2015

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

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# STATE OF ILLINOIS

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# **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", 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 Route: FAP 343 (IL 68), Project ACCM-0343 (029), Section (30&1820) N-2 (12), Cook County, Contract No. 60V02 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 343 (IL 68)
Project ACCM-0343 (029)
Section (30 & 1820)N-2(12)
Cook County
Contract No. 60V02

# **LOCATION OF PROJECT**

This project is located on IL 68 (Dundee Rd.) at the intersections of 1) Landwehr Rd. and 2) Pfingsten Rd. in the Village of Northbrook, Northfield Township, Cook County.

# **DESCRIPTION OF PROJECT**

This is an intersection improvement project and the work to be performed under this contract consists of road widening for additional turn lanes, sidewalk removal, hot mix asphalt resurfacing, traffic signal modernization, lighting and any incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

# MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer. If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

# **CHAIN LINK FENCE REMOVAL**

# Description.

This work consists of the removal and satisfactory disposal of existing chain link fence at the locations shown on the plans or as directed by the Engineer.

# General.

The chain link fences to be removed are approximately 4 feet and 6 feet in height with the posts set in concrete. Removal shall include posts, fence fabric, fittings, appurtenances, attachments and concrete foundation. Any holes created by removal of the foundation shall be filled with clean earth to eliminate any hazard to the public.

# Method of Measurement.

This work will be measured for payment in feet along the top of the fence from end to end of the fence removed

# Basis of Payment.

This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL, which price shall include all equipment, labor, and materials required to remove and dispose of existing chain link fence and restore the site as herein specified.

# AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

# **CLEANING EXISTING DRAINAGE STRUCTURES**

Effective: September 30, 1985 Revised: December 1, 2011

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15 of the Standard Specifications.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

# 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 Control Supervisor at (847) 705-4470 a minimum of 72 hours in advance of beginning work.

STANDARDS: 701101, 701421, 701426, 701427, 701602, 701606, 701701, 701801 & 701901

<u>DETAILS</u>: Traffic Control & Protection for Side Roads, Intersection and Driveways (TC-10) Typical Applications Raised Reflective Pavement Markers (Snow Plow Resistant) (TC-11) District One Typical Pavement Markings (TC-13)

Traffic Control & Protection at Turn Bays (To Remain Open to Traffic) (TC-14)

Pavement Marking Letters & Symbols for Traffic Staging (TC-16)

Arterial Road Information Sign (TC-22)

Driveway Entrance Signing (TC-26)

SPECIAL PROVISIONS: Maintenance of Roadways

Public Convenience and Safety (D-1) Keeping Arterial Roadways Open to

Traffic (Lane Closures Only)
Temporary Information Signing

Pavement Marking Removal (BDE SP Recurring #33)

Pavement & Shoulder Resurfacing (BDE Recurring SP CS #14)

Pavement Patching (BDE)

Retroreflective Sheeting for Highway Signs (BDE) Sidewalk Corner or Crosswalk Closure (BDE)

# ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

# AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012 Revised: March 3, 2015

Add the following Section to the Standard Specifications:

# "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement.

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	1031

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.
- **303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- **303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- **303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

- "1004.06 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
  - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
  - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

- (c) Gradation.
  - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.

# COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)

Effective: November 1, 2011 Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

# FRICTION AGGREGATE (D-1)

Effective: January 1, 2011 Revised: July 24, 2015

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed		
Class A	Seal or Cover	Allowed Alone or in Combination 5/:		
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete		
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination <sup>5/</sup> :  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete		

Use	Mixture	Aggregates Allowed		
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Co Crushed Gravel Carbonate Crushed Ste Crystalline Crushed Ste Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>	one <sup>2/</sup>	
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination <sup>5/</sup> :  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>		
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed Limestone) <sup>2/</sup> Crystalline Crushed Ste Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup> Other Combinations Al Up to  25% Limestone 50% Limestone	Stone (other than	
		75% Limestone	aggregate other than Dolomite  Crushed Slag (ACBF) or Crushed Sandstone	

HMA High ESAL	E Surface IL-9.5	Allowed Alone or in Combination 5/:				
	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.				
		Other Combinations A	<u>llowed:</u>			
		Up to	With			
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate			
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			
		75% Crushed Gravel <sup>2/</sup> or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag			
HMA	F Surface	Allowed Alone or in C	ombination <sup>5/</sup> :			
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.				
		Other Combinations A	<u>lllowed</u> :			
		Up to	With			
		50% Crushed Gravel <sup>2/</sup> , Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone			

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

## DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)
  - Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement		
Durometer Hardness, Shore A	ASTM D 2240	75 ±15		
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min		
Elongation, percent	ASTM D 412	90 min		
Specific Gravity	ASTM D 792	1.0 - 1.3		
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"		

Revise Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

(a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.

(b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

## GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006 Revised: January 1, 2013

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm$  0.40 percent."

Revise 1030.02(c) of the Standard Specifications to read:

"(c) RAP Materials (Note 3) ......1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

## HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013 Revised: November 1, 2014

#### 1) Design Composition and Volumetric Requirements

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

"The minimum compacted thickness of each lift shall be according to Article 406.06(d)."

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

"The mixture composition used shall be IL-19.0."

Revise Article 355.05(a) of the Standard Specifications to read:

"(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0."

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder					
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition				
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L				
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L				

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures."

Revise the table in Article 406.06(d) of the Standard Specifications to read:

"MINIMUM COMPACTED LIFT THICKNESS					
Mixture Composition Thickness, in. (mm)					
IL-4.75	3/4 (19)				
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)				
SMA-12.5	2 (50)				
IL-19.0, IL-19.0L	2 1/4 (57)"				

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read: "Test strip mixture will be evaluated at the contract unit price according to the following."

Revise Article 406.14(a) of the Standard Specifications to read:

"(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price."

Revise Article 406.14(b) of the Standard Specifications to read:

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department's test results, the mixture will not be paid for and shall be removed at the Contractor's expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read:

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department's test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

"Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement."

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

"When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses."

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

Revise Article 1003.03(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an Ndesign = 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, Ndesign = 90 the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, Ndesign = 50 or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0	CA 11 <sup>1/</sup>
•	IL-9.5	CA 16, CA 13 <sup>3/</sup>
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16
	Stabilized Subbase	
	or Shoulders	
SMA <sup>2/</sup>	1/2 in. (12.5mm)	CA13 <sup>3/</sup> , CA14 or CA16
	Binder & Surface	
	IL 9.5	CA16, CA 13 <sup>3/</sup>
	Surface	

- 1/ CA 16 or CA 13 may be blended with the gradations listed.
- 2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

"High ESAL	IL-19.0 binder;
	IL-9.5 surface; IL-4.75; SMA-12.5,
	SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface;
	Stabilized Subbase (HMA) <sup>1/</sup> ;
	HMA Shoulders <sup>2/</sup>

- 1/ Uses 19.0L binder mix.
- 2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

**"1030.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

- Note 1. Slaked guicklime shall be according to ASTM C 5.
- Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.
- Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies"."

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/										
Sieve Size	IL-19.0 mm		SMA <sup>4/</sup> SMA <sup>4/</sup> IL-12.5 mm IL-9.5 mm		IL-9.5 mm		IL-4.75 mm			
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 <sup>5/</sup>	16	32 <sup>5/</sup>	34 <sup>6/</sup>	52 <sup>2/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 3/	7.5	9.5 <sup>3/</sup>	4	6	7	9 <sup>3/</sup>
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be  $\leq$  3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

	VOLUMETRIC REQUIREMENTS High ESAL				
	Voids in the Mineral Aggregate Voids Filled				
		(VMA), with Asphal			
	% minimum Binder				
Ndesign		IL-4.75 <sup>1/</sup>			
	IL-19.0	IL-9.5		` % ´	
50		65 – 78 <sup>2/</sup>			
70	13.5	65 - 75			
90	13.0	15.0		05 - 75	

- 1/ Maximum Draindown for IL-4.75 shall be 0.3 percent
- 2/ VFA for IL-4.75 shall be 72-85 percent"

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS					
		Low ESAL			
Mixture	Design	Design	VMA (Voids	VFA (Voids	
Composition	Compactive	Air Voids	in the	Filled with	
	Effort	Target %	Mineral	Asphalt	
		Aggregate),	Binder),		
	% min. %				
IL-9.5L	N <sub>DES</sub> =30	4.0	15.0	65-78	
IL-19.0L					

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

## "(3) SMA Mixtures.

Volumetric Requirements SMA <sup>1/</sup>				
Ndesign Design Air Voids Target %		Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %	
80 <sup>4/</sup>	3.5	17.0 <sup>2/</sup> 16.0 <sup>3/</sup>	75 - 83	

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Delete last sentence of the second paragraph of Article 1102.01(a) (13) a.

Add to second paragraph in Article 1102.01 (a) (13) a.:

"As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough available for the production of the SMA mix for the entire project and 2) a mix design was prepared with collected bag-house dust."

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

<u> </u>	l <u>-</u>	I
"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation  % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	1 washed ignition oven test on the mix per half day of production Note 3.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 1.	1 per half day of production	Illinois-Modified AASHTO T 308
VMA Note 2.	Day's production ≥ 1200 tons:  1 per half day of production  Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO R 35
Air Voids  Bulk Specific Gravity of Gyratory Sample  Note 4.	Day's production ≥ 1200 tons:  1 per half day of production  Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO T 312
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:  1 per half day of production  Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO T 209

- Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.
- Note 2. The  $G_{\text{sb}}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{\text{sb}}$  value listed in the mix design.
- Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.
- Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270  $\pm$  5 °F (132  $\pm$  3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270  $\pm$  5 °F (132  $\pm$  3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

Revise the table in Article 1030.05(d)(2)b. of the Standard Specifications to read:

"Parameter	High ESAL Mixture Low ESAL Mixture
Ratio Dust/Asphalt Binder	0.6 to 1.2
Moisture	0.3 %"

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

"(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

	"CONTROL LIMITS					
	High ESAL		SMA		IL-4.75	
Parameter	Individual Test	Moving Avg. of 4	Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: 1/						
1/2 in. (12.5 mm)	±6%	± 4 %	±6%	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
No. 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
No. 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
No. 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content No. 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Content						
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>

- 1/ Based on washed ignition oven
- 2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test	
IL-4.75	Ndesign = 50	93.0 - 97.4 % 1/	
IL-9.5	Ndesign = 90	92.0 - 96.0 %	
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4 %	
IL-19.0	Ndesign = 90	93.0 - 96.0 %	
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> - 97.4 %	
SMA	Ndesign = 80	93.5 - 97.4 %	

- 1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.
- 2/ 92.0 % when placed as first lift on an unimproved subgrade."

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

"CONTROL CHART	High ESAL,
REQUIREMENTS	Low ESAL, SMA
	& IL-4.75
	% Passing Sieves:
	1/2 in. (12.5 mm) <sup>2/</sup>
Gradation 1/3/	No. 4 (4.75 mm)
	No. 8 (2.36 mm)
	No. 30 (600 µm)
Total Dust Content 1/	No. 200 (75 µm)
	Asphalt Binder Content
	Bulk Specific Gravity
	Maximum Specific
	Gravity of Mixture
	Voids
	Density
	VMA

- 1/ Based on washed ignition oven.
- 2/ Does not apply to IL-4.75.
- 3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

#### 2) Design Verification and Production

<u>Description</u>. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

<u>Mix Design Testing</u>. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324 Hamburg Wheel Test

AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements <sup>1/</sup>

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000

repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

<u>Production Testing</u>. Revise Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	± 5.0 %
No. 4 (4.75 mm)	± 4.0 %
No. 8 (2.36 mm)	± 3.0 %
No. 30 (600 µm)	*
No. 200 (75 µm)	*
Asphalt Binder	± 0.3 %
Content	

<sup>\*</sup> In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer."

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

"(b) Low ESAL Mixtures."

Add the following to Article 1030.06 of the Standard Specifications:

"(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract. The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

#### Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G<sub>mb</sub>."

#### Basis of Payment.

Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

"For all mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive."

## HOT MIX ASPHALT QUALITY CONTROL FOR PERFORMANCE (BMPR)

Effective: January 1, 2012 Revised: January 16, 2015

<u>Description</u>. This special provision describes the procedures for production, placement and payment of hot-mix asphalt (HMA). This special provision shall apply to all pay items as specified in plans. This work shall be according to the Standard Specifications except as modified herein.

Exceptions may be approved for small tonnage less than 800 (725 metric) tons and miscellaneous mixture applications as defined by the Engineer.

Delete Articles:	406.06(b)(1), 2 <sup>nd</sup> Paragraph	(Temperature requirements)
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406.06 (e), 3<sup>rd</sup> Paragraph (Pavers speed requirements)

406.07(b) (Rolling) 406.07(c) (Density)

1030.05(a)(4, 5, 9) (QC/QA Documents)

1030.05(d)(2)a. (Plant Tests)

1030.05(d)(2)b. (Dust-to-Asphalt and Moisture Content)

 1030.05(d)(2)d.
 (Small Tonnage)

 1030.05(d)(2)f.
 (HMA Sampling)

 1030.05(d)(3)
 (Required Field Tests)

 1030.05(d)(4)
 (Control Limits)

1030.05(d)(4) (Control Limits) 1030.05(d)(5) (Control Charts)

1030.05(d)(7) (Corrective Action for Field Tests (Density))

1030.05(e) (Quality Assurance by the Engineer)

1030.05(f) (Acceptance by the Engineer)

1030.06(a), 3rd paragraph (Before start-up...) 1030.06(a), 7th paragraph (After an acceptable...)

1030.06(a), 8th paragraph (If a mixture...) 1030.06(a), 9th paragraph (A nuclear/core...)

#### Definitions:

- (a) Quality Control (QC): All production and construction activities by the Contractor required to achieve the required level of quality.
- (b) Quality Assurance (QA): All monitoring and testing activities by the Engineer required to assess product quality, level of payment, and acceptability of the product.
- (c) Pay Parameters: Pay Parameters shall be field Voids in the Mineral Aggregate (VMA), voids, and density. Field VMA will be calculated using the combined aggregates bulk specific gravity (G<sub>sb</sub>) from the mix design.
- (d) Mixture Lot. A lot shall begin once an acceptable test strip has been completed and the AJMF has been determined. If the test strip is waived, a sublot shall begin with the start of production. A mixture lot shall consist of four sublots unless it is the last or only lot, in which case it may consist of as few as one sublot.

- (e) Mixture Sublot. A mixture sublot for field VMA, voids, and Dust/AC will be a maximum of 1000 tons (910 metric tons).
  - If the remaining quantity is greater than 200 but less than 1000 tons, a sublot will
    consist of that amount.
  - If the remaining quantity is less than or equal to 200 tons, the quantity shall be combined with the previous sublot.
- (f) Density Interval. Density Intervals shall be every 0.2 mile (320 m) for lift thickness equal to or less than 3 in. (75 mm) and 0.1 mile (160 m) for lift thickness greater than 3 in. (75 mm).
- (g) Density Sublot. A sublot for density shall be the average of five consecutive Density Intervals. If a Density Interval is less than 200 ft (60 m), it will be combined with the previous Density Intervals.
  - If one or two Density Intervals remain outside a sublot, they shall be included in the previous sublot.
  - If three or more Density Intervals remain, they shall be considered a sublot.
- (h) Density Test: A density test consists of a core taken at a random longitudinal and random transverse offset within each Density Interval. The HMA maximum theoretical gravity  $(G_{mm})$  will be based on the running average of four Department test results. Initial  $G_{mm}$  will be based on the average of the first four test results. If less than four  $G_{mm}$  results are available, use an average of all available Department  $G_{mm}$  test results.

The random transverse offset excludes a distance from each outer edge equal to the lift thickness or a minimum of 4 in. (100 mm). If a core is located within one foot of an unconfined edge, 2.0 percent density will be added to the density of that core.

#### Quality Control (QC) by the Contractor:

The Contractor's QC plan shall include the schedule of testing for both pay parameters and non-pay parameters required to control the product such as asphalt binder content and mixture gradation. The minimum test frequency shall be according to the following table.

Minimum Quality Control Sampling and Testing Requirements

Quality Characteristic		Minimum Test Frequency
Mixture Gradation		
Asphalt Bir	nder Content	
Dust/A	C Ratio	1 per sublot
Field	AMV b	-
Voids	$G_{mb}$	
Volus	$G_{mm}$	

The Contractor's splits in conjunction with other quality control tests shall be used to control production.

The Contractor shall submit split jobsite mix sample test results to the Engineer within 48 hours of the time of sampling. All QC testing shall be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training.

Quality Assurance (QA) by the Engineer:

Voids, field VMA and Dust/AC ratio: The Engineer will determine the random tonnage and the Contractor shall be responsible for obtaining the sample according to the "PFP Hot-Mix Asphalt Random Jobsite Sampling" procedure.

Density: The Engineer will identify the random locations for each density testing interval. The Contractor shall be responsible for obtaining the four inch cores within the same day and prior to opening to traffic unless otherwise approved by the Engineer according to the "PFP and QCP Random Density Procedure". The locations will be identified after final rolling and cores shall be obtained under the supervision of the Engineer. All core holes shall be filled immediately upon completion of coring. All water shall be removed from the core holes prior to filling. All core holes shall be filled with a rapid hardening mortar or concrete which shall be mixed in a separate container prior to placement in the hole. Any depressions in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the lift thickness and replacement.

The Engineer will witness and secure all mixture and density samples. The Contractor shall transport the secured sample to a location designated by the Engineer.

The Engineer will test one or all of the randomly selected split samples from each lot for voids, field VMA and dust/AC ratio. The Engineer will test a minimum of one sample per project. The Engineer will test all of the pavement cores for density. All QA testing will be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training. QA test results will be available to the Contractor within 10 working days from receipt of secured cores and split mixture samples.

The Engineer will maintain a complete record of all Department test results and copies will be provided to the Contractor with each set of sublot results. The records will contain, as a minimum, the originals of all Department test results and raw data, random numbers used and resulting calculations for sampling locations, and quality level analysis calculations.

If the QA results do not meet the 100 % sublot pay factor limits or do not compare to QC results within the precision limits listed below, the Engineer will test all split mix samples for the lot.

Test Parameter	Limits of Precision	
$G_{mb}$	0.030	
$G_{mm}$	0.026	
Field VMA	1.0 %	

<u>Acceptance by the Engineer</u>: All of the Department's tests shall be within the acceptable limits listed below:

Parameter		Acceptable Limits	
Field VMA		-1.0 - +3.0% <sup>1/</sup>	
Voids	Voids		
Density:	IL-9.5, IL-19.0, IL-4.75, IL-9.5FG <sup>3/</sup>	90.0 – 98.0%	
	SMA	92.0 – 98.0%	
Dust / AC Ratio		$0.4 - 1.6^{2/}$	

- 1/ Based on minimum required VMA from mix design
- 2/ Does not apply to SMA.
- 3/ Acceptable density limits for IL-9.5FG placed less than 1.25 in. shall be 89.0% 98.0%

In addition, no visible pavement distresses shall be present such as, but not limited to, segregation, excessive coarse aggregate fracturing or flushing.

<u>Basis of Payment:</u> Payment will be based on the calculation of the Composite Pay Factor using QA results for each mix according to the "QCP Payment Calculation" document.

<u>Dust / AC Ratio</u>. A monetary deduction will be made using the pay adjustment table below for dust/AC ratios that deviate from the 0.6 to 1.2 range. If the tested sublot is outside of this range, the Department will test the remaining sublots for Dust / AC pay adjustment.

Dust / AC Pay Adjustment Table<sup>1/</sup>

Range	Deduct / sublot	
0.6 ≤ X ≤ 1.2	\$0	
$0.5 \le X < 0.6$ or $1.2 < X \le 1.4$	\$1000	
$0.4 \le X < 0.5$ or $1.4 < X \le 1.6$	5 or 1.4 < X ≤ 1.6 \$3000	
X < 0.4 or X > 1.6	Shall be removed and replaced	

1/ Does not apply to SMA.

### **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."

#### RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012 Revise: July 24, 2015

Revise Section 1031 of the Standard Specifications to read:

# "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

**1031.01 Description.** Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

- (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
- (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

## **1031.02 Stockpiles.** RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).
  - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
  - (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
  - (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present. However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

**1031.03 Testing.** FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
  - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
  - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.

(3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
  - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
  - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

**1031.04 Evaluation of Tests.** Evaluation of tests results shall be according to the following.

(a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G<sub>mm</sub>. A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 30 (600 μm)	± 5 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder	± 0.3 %
G <sub>mm</sub>	± 0.03 <sup>1/</sup>

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

(b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS	
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)	± 5 %	
No. 30 (600 µm)	± 4 %	
No. 200 (75 μm)	± 2.5 %	
Asphalt Binder Content	± 2.0 %	

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

(c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
% Passing:1/	FRAP	RAS
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G <sub>mm</sub>	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

#### 1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

**1031.06 Use of FRAP and/or RAS in HMA.** The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

- (a) FRAP. The use of FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures 1/2/4/	Maximum % ABR			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/</sup>	
30L	50	40	30	
50	40	35	30	
70	40	30	30	
90	40	30	30	
4.75 mm N-50			40	
SMA N-80			30	

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.

- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 percent.

**1031.07 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

**1031.08 HMA Production.** HMA production utilizing FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
  - (1) Dryer Drum Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.
    - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
    - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
    - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
    - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
    - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
    - i. Accumulated mixture tonnage.
    - k. Dust Removed (accumulated to the nearest 0.1 ton)

- (2) Batch Plants.
  - a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAS and FRAP weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 in accordance with Art.1004.01 (c), except the requirements for the minus No. 200 (75μm) sieve will not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

## STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations

		LOC	ATION		ESTIMATED DURATION OF TIME
UTILITY COMPANY	TYPE	STA	STA	DESCRIPTION	FOR RELOCATION OR ADJUSTMENT
AT&T	TELEPHONE	46+99, 43' LT		IL 68	60 days
		51+00	53+00 43' LT	IL 68 - UNDERGROUND	
		50+87, 44' LT		IL 68 - UNDERGROUND	
		53+39, 44' LT		IL 68	
		75+30	77+30, 49' LT	IL 68 - AERIAL	
		76+00, 50' LT		IL 68 - AERIAL	
		76+19, 40' LT		IL 68	
		77+25, 49' LT		IL 68 - AERIAL	
		90+60	94+85, 45' LT	PFINGSTEN - UNDERGROUND	
		91+98, 47' LT		PFINGSTEN	
		92+17, 45' LT		PFINGSTEN	
		92+17	92+73, 45' LT	PFINGSTEN - BURIED	
		92+73, 49' LT		PFINGSTEN - BURIED	
		93+29, 49' LT		PFINGSTEN - BURIED	
		93+45, 40' RT		PFINGSTEN - BURIED	
		93+48, 47' LT		PFINGSTEN - BURIED	
		52+98, 42' RT		IL 68 - MANHOLE	
		49+20, 44' LT		IL 68 - TRAFFIC SIGNAL	
		50+74, 47' LT		IL 68 - TRAFFIC SIGNAL	
		50+35, 81' LT	53+06, 43' LT	IL 68 - PAVEMENT WIDENING	
		50+57, 43' LT	53+06, 41' LT	IL 68 - PAVEMENT WIDENING	
		76+19, 48' RT	76+19, 73' RT	IL 68 - PAVEMENT WIDENING/TS	
		77+00, 50' LT		IL 68 - STORM SEWER	
		76+18, 73 LT		IL 68 - PAVEMENT WIDENING/TS	
		76+13, 42' LT	75+98, 42' LT	IL 68 - PAVEMENT WIDENING	
		76+19, 46' LT	76+09, 53' LT	IL 68 - PAVEMENT WIDENING	
		76+23, 51' LT	76+09, 53' LT	IL 68 - PAVEMENT WIDENING	
	FIBER OPTIC	50+40, 86' LT	50+38, 65' LT	IL 68 - PAVEMENT WIDENING	
		77+00, 48' LT		IL 68 - STORM SEWER	
		75+91, 49' LT		IL 68 - PAVEMENT WIDENING/TS	
		76+20, 47' LT	76+05, 47' LT	IL 68 - PAVEMENT WIDENING	
COMCAST	FIBER OPTIC	48+74, 32' RT	48+96, 48' RT	IL 68 - PAVEMENT WIDENING/STORM SEWER	30 days
		45+25, 50' LT	47+90, 50' LT	IL 68 - AERIAL	
		49+47, 58 LT		IL 68 - TRAFFIC SIGNAL	
		50+73, 52' LT		IL 68 - TRAFFIC SIGNAL	
		50+41, 56' LT	50+58, 54' LT	IL 68 - PAVEMENT WIDENING	
		73+00, 50' LT	78+00, 50' LT	IL 68 - AERIAL	
		89+00, 50' RT	95+00, 50' RT	PFINGSTEN - AERIAL	
	CABLE TV	50+73, 50' LT		IL 68 - TRAFFIC SIGNAL	
		50+39, 79' LT	53+36, 38' LT	IL 68 - PAVEMENT WIDENING	
COM-ED	ELECTRICAL	48+83, 31' RT	48+83, 42' RT	IL 68 - PAVEMENT WIDENING	45 days
		48+83, 42' RT	49+15, 42' RT	IL 68 - PAVEMENT WIDENING	
		49+15, 42' RT	49+50, 69' RT	IL 68 - PAVEMENT WIDENING/TS	
		95+09, 38' RT		PFINGSTEN - RELOCATE POLE	
		93+32, 40' RT		PFINGSTEN - RELOCATE POLE	
		92+54, 40' RT		PFINGSTEN - RELOCATE POLE	
		91+90, 44' RT			

		LOCA	ATION		ESTIMATED DURATION OF TIME
UTILITY COMPANY	TYPE	STA	STA	DESCRIPTION	FOR RELOCATION OR ADJUSTMENT
NICOR	GAS	47+08, 45' RT	49+40, 41' RT	IL 68 - PAVEMENT WIDENING	25 days
		50+50, 42' RT	50+77, 42' RT	IL 68 - TRAFFIC SIGNAL	
		46+60, 46' RT		IL 68 - MANHOLE	
		,	76+17, 47' RT	IL 68 - PAVEMENT WIDENING/TS	
		· ·	76+15, 73' RT	IL 68 - PAVEMENT WIDENING/TS	
		48+26, 44' RT		IL 68	
		49+19, 44' RT		IL 68	
		91+30, 44' LT		PFINGSTEN	
		92+98, 44' LT		PFINGSTEN	
		94+85, 43' LT		PFINGSTEN	
		94+95, 40' RT	47 05 45/07	PFINGSTEN	
		· ·	47+25, 45' RT	IL 68	
			48+50, 42' RT	IL 68	
			53+00, 42' LT	IL 68	
			75+10, 48' RT	IL 68	
		-	92+00, 44' LT	PFINGSTEN	
			75+50, 48' RT	IL 68	
		46+90, 42' RT	48+00, 42' RT	IL 68	
NORTHBROOK	WATER	49+27, 36' RT	49+27, 48' RT	IL 68 - PAVEMENT WIDENING/TS	90 days
		49+27, 48' RT	49+30, 53' RT	IL 68 - PAVEMENT WIDENING/TS	
		49+30, 53' RT	49+51, 53 RT	IL 68 - PAVEMENT WIDENING/TS	
		48+18, 20' LT		IL 68 - STORM SEWER	
		49+19, 21' LT		IL 68 - STORM SEWER	
		50+46, 60' RT		IL 68 - TRAFFIC SIGNAL	
		49+20, 44' LT		IL 68 - TRAFFIC SIGNAL	
		49+47, 58' LT		IL 68 - TRAFFIC SIGNAL	
		50+82, 20' LT		IL 68 - STORM SEWER	
		53+00, 21' LT		IL 68 - STORM SEWER	
		76+15, 44' RT	76+35, 89' RT	IL 68 - PAVEMENT WIDENING	
		79+99, 36' LT		IL 68 - STORM SEWER	
		76+96, 60' LT		IL 68 - STORM SEWER	
		76+05, 36' LT	75+88, 36' LT	IL 68 - PAVEMENT WIDENING	
		77+01, 59' LT		IL 68 - STORM SEWER	
		77+00, 36' LT		IL 68 - STORM SEWER	
	FIBER OPTIC	/10+3/ 38' RT	19+10 63' RT	IL 68 - PAVEMENT WIDENING/TS	
	TIBER OF THE	49+22, 5' LT	49+22, 32' LT	IL 68 - STORM SEWER	
		49+20, 44 LT	43122, 32 11	IL 68 - TRAFFIC SIGNAL	
		49+47, 58 LT		IL 68 - TRAFFIC SIGNAL	
		50+73, 55' LT		IL 68 - TRAFFIC SIGNAL	
	SANITARY	48+23, 26' RT		IL 68 - STORM SEWER	
		49+18, 26' RT		IL 68 - STORM SEWER	
		50+75, 26' RT		IL 68 - STORM SEWER	
		52+98, 26' RT		IL 68 - STORM SEWER	
		73+51, 41' RT	76+12, 41' RT	IL 68 - PAVEMENT WIDENING/MANHOLE	
		76+22, 51' RT	76+22, 67' RT	IL 68 - PAVEMENT WIDENING	
		77+00, 53' LT		IL 68 - STORM SEWER	
		76+98, 12' LT		IL 68 - STORM SEWER	
	EX STORM SEWER	73+51, 42' RT	76+12, 42' RT	IL 68 - PAVEMENT WIDENING/MANHOLE	
		76+98, 12' LT		IL 68 - STORM SEWER	
			ATION		ECTIVALED DIVERSITY OF THE
UTILITY COMPANY	TYPE	STA	ATION STA	DESCRIPTION	ESTIMATED DURATION OF TIME FOR RELOCATION OR ADJUSTMENT
MCI	FIBER OPTIC	50+53, 61' LT	JIA	IL 68 - TRAFFIC SIGNAL	Watch and Observe
		50+74, 53' LT		IL 68 - TRAFFIC SIGNAL	Tatellana Observe
		50+43, 53' LT	50+58, 53' LT	IL 68 - PAVEMENT WIDENING	
		. CO. 72 EELLT		IL 68 - TRAFFIC SIGNAL	1E days
WINDSTREAM KDL	FIBER OPTIC	50+73, 55' LT 50+41, 57' LT	50+55, 56' LT	IL 68 - PAVEMENT WIDENING	15 days

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.39 of the Standard Specifications shall apply.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.
- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

#### 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.

<u>General.</u> 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:

# Site 2648-10 (Sportsman Country Club Golf Complex)

- Station 45+35 to Station 47+45 (CL IL 68 Dundee Road), 0 to 60 feet RT (Sportsman Country Club Golf Complex, PESA Site 2648-10, 3535 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Lead and Manganese.
- Station 47+45 to Station 49+20 (CL IL 68 Dundee Road), 0 to 60 feet RT (Sportsman Country Club Golf Complex, PESA Site 2648-10, 3535 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 49+20 to Station 50+00 (CL IL 68 Dundee Road), 0 to 80 feet RT (Sportsman Country Club Golf Complex, PESA Site 2648-10, 3535 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 28+00 to Station 29+20 (CL Landwehr Road), 0 to 50 feet LT (Sportsman Country Club Golf Complex, PESA Site 2648-10, 3535 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.

## Site 2648-13 (Apartment Complex)

• Station 25+20 to Station 28+10 (CL Landwehr Road), 0 to 50 feet RT (Apartment Complex, PESA Site 2648-13, 930-940 Springhill Drive, Northbrook). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.

## Site 2648-11 (Mobil Gasoline Station)

- Station 28+90 to Station 29+20 (CL Landwehr Road), 0 to 50 feet RT (Mobil Gasoline Station, PESA Site 2648-11, 3155 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.
- Station 50+00 to Station 50+90 (CL IL 68 Dundee Road), 0 to 80 feet RT (Mobil Gasoline Station, PESA Site 2648-11, 3155 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.
- Station 50+90 to Station 52+45 (CL IL 68 Dundee Road), 0 to 50 feet RT (Mobil Gasoline Station, PESA Site 2648-11, 3155 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Lead and Manganese.

# Site 2648-12 (White Plains Shopping Center)

- Station 52+45 to Station 54+75 (CL IL 68 Dundee Road), 0 to 50 feet RT (White Plains Shopping Center, PESA Site 2648-12, 3055-3155 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 59+05 to Station 60+25 (CL IL 68 Dundee Road), 0 to 50 feet RT (White Plains Shopping Center, PESA Site 2648-12, 3055-3155 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.

# Site 2648-8 (Dundee Place Corporate Center)

- Station 50+00 to Station 50+70 (CL IL 68 Dundee Road), 0 to 85 feet LT (Dundee Place Corporate Center, PESA Site 2648-8, 3100 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 50+70 to Station 51+20 (CL IL 68 Dundee Road), 0 to 55 feet LT (Dundee Place Corporate Center, PESA Site 2648-8, 3100 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 53+05 to Station 53+90 (CL IL 68 Dundee Road), 0 to 50 feet LT (Dundee Place Corporate Center, PESA Site 2648-8, 3100 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 53+90 to Station 55+80 (CL IL 68 Dundee Road), 0 to 50 feet LT (Dundee Place Corporate Center, PESA Site 2648-8, 3100 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.
- Station 55+80 to Station 60+25 (CL IL 68 Dundee Road), 0 to 50 feet LT (Dundee Place Corporate Center, PESA Site 2648-8, 3100 IL 68 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.

## Site 2648-27 (Strip Mall)

- Station 71+40 to Station 72+35 (CL IL 68 Dundee Road), 0 to 60 feet RT (Strip Mall, PESA Site 2648-27, 2823-2855 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene and Manganese.
- Station 72+35 to Station 74+60 (CL IL 68 Dundee Road), 0 to 60 feet RT (Strip Mall, PESA Site 2648-27, 2823-2855 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 86+10 to Station 87+05 (CL Pfingsten Road), 0 to 50 feet LT (Strip Mall, PESA Site 2648-27, 2823-2855 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene, Lead and Manganese.

### Site 2648-28 (Chase Bank)

- Station 74+60 to Station 75+50 (CL IL 68 Dundee Road), 0 to 60 feet RT (Chase Bank, PESA Site 2648-28, 2801 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 75+50 to Station 76+60 (CL IL 68 Dundee Road), 0 to 70 feet RT (Chase Bank, PESA Site 2648-28, 2801 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese and VOCs.

Station 87+05 to Station 89+25 (CL Pfingsten Road), 0 to 50 feet LT (Chase Bank, PESA Site 2648-28, 2801 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene, Lead and Manganese.

# Site 2648-32 (Residences No. 3)

- Station 83+55 to Station 84+95 (CL Pfingsten Road), 0 to 50 feet RT (Residences No. 3, PESA Site 2648-32, 2765-2795 Crabtree Lane and 2630-2794 Appletree Lane, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.
- Station 84+95 to Station 86+60 (CL Pfingsten Road), 0 to 50 feet RT (Residences No. 3, PESA Site 2648-32, 2765-2795 Crabtree Lane and 2630-2794 Appletree Lane, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.
- Station 86+60 to Station 88+00 (CL Pfingsten Road), 0 to 50 feet RT (Residences No. 3, PESA Site 2648-32, 2765-2795 Crabtree Lane and 2630-2794 Appletree Lane, Northbrook). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene.
- Station 78+80 to Station 79+50 (CL IL 68 Dundee Road), 0 to 50 feet RT (Residences No. 3, PESA Site 2648-32, 2765-2795 Crabtree Lane and 2630-2794 Appletree Lane, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.
- Station 79+50 to Station 81+10 (CL IL 68 Dundee Road), 0 to 50 feet RT (Residences No. 3, PESA Site 2648-32, 2765-2795 Crabtree Lane and 2630-2794 Appletree Lane, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 81+10 to Station 82+25 (CL IL 68 Dundee Road), 0 to 50 feet RT (Residences No. 3, PESA Site 2648-32, 2765-2795 Crabtree Lane and 2630-2794 Appletree Lane, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene, Lead and Manganese.

#### Site 2648-33 (Fifth Third Bank)

- Station 88+00 to Station 89+25 (CL Pfingsten Road), 0 to 50 feet RT (Fifth Third Bank, PESA Site 2648-33, 2775 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene and Manganese.
- Station 76+60 to Station 77+20 (CL IL 68 Dundee Road), 0 to 70 feet RT (Fifth Third Bank, PESA Site 2648-33, 2775 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Manganese and VOCs.

- Station 77+20 to Station 77+95 (CL IL 68 Dundee Road), 0 to 50 feet RT (Fifth Third Bank, PESA Site 2648-33, 2775 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Manganese and VOCs.
- Station 77+95 to Station 78+80 (CL IL 68 Dundee Road), 0 to 50 feet RT (Fifth Third Bank, PESA Site 2648-33, 2775 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.

# Site 2648-16 (Commercial Building)

• Station 70+00 to Station 71+40 (CL IL 68 Dundee Road), 0 to 50 feet LT (Commercial Building, PESA Site 2648-16, 2890 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.

# Site 2648-17 (Residence)

Station 71+40 to Station 72+50 (CL IL 68 Dundee Road), 0 to 50 feet LT (Residence, PESA Site 2648-17, 2890 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.

## Site 2648-18 (Cambridge Court)

- Station 72+50 to Station 73+40 (CL IL 68 Dundee Road), 0 to 50 feet LT (Cambridge Court, PESA Site 2648-18, 2812-2618 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 73+40 to Station 74+55 (CL IL 68 Dundee Road), 0 to 50 feet LT (Cambridge Court, PESA Site 2648-18, 2812-2618 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene and Manganese.
- Station 93+65 to Station 94+10 (CL Pfingsten Road), 0 to 50 feet LT (Cambridge Court, PESA Site 2648-18, 2812-2618 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.

## Site 2648-19 (7-Eleven Gasoline Station)

- Station 74+55 to Station 75+75 (CL IL 68 Dundee Road), 0 to 50 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Carbazole, Dibenzo(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Trichloroethene, Lead and Manganese.
- Station 75+75 to Station 76+60 (CL IL 68 Dundee Road), 0 to 75 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene and Manganese.
- Station 90+75 to Station 91+60 (CL Pfingsten Road), 0 to 60 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzene, Benzo(a)pyrene and Manganese.

## Site 2648-20 (Residences No. 1)

- Station 94+10 to Station 94+55 (CL Pfingsten Road), 0 to 60 feet LT (Residences No. 1, PESA Site 2648-20, 640-730 Pfingsten Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.
- Station 94+55 to Station 97+60 (CL Pfingsten Road), 0 to 50 feet LT (Residences No. 1, PESA Site 2648-20, 640-730 Pfingsten Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead and Manganese.

# Site 2648-21 (Residences No. 2)

- Station 92+95 to Station 93+50 (CL Pfingsten Road), 0 to 50 feet RT (Residences No. 2, PESA Site 2648-21, 2768-2779 The Mews, 2763-2771 Wilshire Lane, 612-614 Dunsten Circle, Northbrook). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene.
- Station 93+50 to Station 98+00 (CL Pfingsten Road), 0 to 50 feet RT (Residences No. 2, PESA Site 2648-21, 2768-2779 The Mews, 2763-2771 Wilshire Lane, 612-614 Dunsten Circle, Northbrook). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Dibenzo(a,h)anthracene, Lead and Manganese.

### Site 2648-23 (Dunbrook Center)

- Station 91+60 to Station 92+00 (CL Pfingsten Road), 0 to 50 feet RT (Dunbrook Center, PESA Site 2648-23, 2720-2778 Dundee Road and 755-761 Pfingsten Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead, VOCs.
- Station 92+00 to Station 92+95 (CL Pfingsten Road), 0 to 50 feet RT (Dunbrook Center, PESA Site 2648-23, 2720-2778 Dundee Road and 755-761 Pfingsten Road, Northbrook).
   This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Trichloroethene.
- Station 78+05 to Station 79+05 (CL IL 68 Dundee Road), 0 to 50 feet LT (Dunbrook Center, PESA Site 2648-23, 2720-2778 Dundee Road and 755-761 Pfingsten Road, Northbrook).
   This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 79+05 to Station 80+20 (CL IL 68 Dundee Road), 0 to 50 feet LT (Dunbrook Center, PESA Site 2648-23, 2720-2778 Dundee Road and 755-761 Pfingsten Road, Northbrook).
   This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.

# Site 2648-22 (Greek Feast)

- Station 90+60 to Station 91+30 (CL Pfingsten Road), 0 to 50 feet RT (Greek Feast, PESA Site 2648-22, 2784 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 91+30 to Station 91+60 (CL Pfingsten Road), 0 to 50 feet RT (Greek Feast, PESA Site 2648-22, 2784 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Lead.

- Station 76+60 to Station 77+20 (CL IL 68 Dundee Road), 0 to 60 feet LT (Greek Feast, PESA Site 2648-22, 2784 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.
- Station 77+20 to Station 78+05 (CL IL 68 Dundee Road), 0 to 50 feet LT (Greek Feast, PESA Site 2648-22, 2784 Dundee Road, Northbrook). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. Contaminants of concern sampling parameters: Manganese.

<u>Backfill Plugs</u>. Backfill plugs shall be placed within the following locations:

- Station 75+40 LT to 75+60 0 to 50 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). Contaminants of concern sampling parameters: Trichloroethene and Manganese.
- Station 90+70 to Station 90+90 0 to 85 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). Contaminants of concern sampling parameters: Trichloroethene and Manganese.
- Station 91+15 to Station 91+35 0 to 60 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). Contaminants of concern sampling parameters: Benzene, Benzo(a)pyrene and Manganese.

<u>Engineered Barrier.</u> An engineered barrier shall be installed in storm sewer and/or water main trenches to limit the exposure and control the migration of contamination from the contaminated soil that remains within the trench excavation. It shall be placed beneath the trench backfill material at the following locations:

• Station 90+95 to Station 91+60 (CL Pfingsten Road), 0 to 60 feet LT (7-Eleven Gasoline Station, PESA Site 2648-19, 2800 Dundee Road, Northbrook). Contaminants of concern sampling parameters: Benzene, Benzo(a)pyrene and Manganese.

The engineered barrier shall consist of a geosynthetic clay liner system, geomembrane liner, or equivalent material as approved by the Engineer. A geosynthetic clay liner shall be composed of a bentonite clay liner approximately 0.25 inches thick. The engineered barrier shall have a permeability of less than 10<sup>-7</sup> cm/sec. Installation of the geosynthetic clay liner system shall be in accordance with the manufacturer's recommendations except that all laps shall face downslope.

The geomembrane liner shall have a minimum thickness of 30 mil. The geomembrane liner shall line the entire trench and in accordance with the manufacturer's recommendations.

No equipment will be allowed on the engineered barrier until it is covered by a minimum of 1 foot of backfill. Any damage to the engineered barrier caused by the Contractor shall be repaired at no additional expense to the Department in accordance with the manufacturer's recommendations and as directed by the Engineer.

Method of Measurement: Engineered barrier will be measured for payment in place and the area computed in square yards.

Basis of Payment: The engineered barrier will be paid for at the contract unit price per square yard for ENGINEERED BARRIER.

## **UNDERGROUND RACEWAYS**

Effective: March 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

"Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade."

Add the following to Article 810.04 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

## **COMBINATION LIGHTING CONTROLLER**

Effective: February 1, 2015

## **Description**

This item shall consist of furnishing and installing a combination lighting controller complete with the enclosure indicated on the drawings and wiring for the control of highway lighting as specified herein, shown on the Contract Drawings and as directed by the Engineer.

# **Materials**

Photo control. The photocell shall be in accordance with Article 1068.01(e)(2) except that the size of the photocell shall allow mounting under the cabinet roof overhang.

Fusing. Fuse holders shall be dead front, finger safe, and allowing for the removal and installation of fuses without tools or fuse pullers.

Contactor. The contactor shall be a 30A, 2-Pole, 120VAC@60Hz electrically held contactor.

Hand-Off-Auto switch. 30mm. 3 position selector switch.

Enclosure. A molded fiberglass polyester NEMA 4X enclosure with matching cover shall utilized. A molded hinge with stainless steel pin shall be used with a stainless steel draw type "snap latch" door fastener. Threaded brass inserts shall be provided for the non-conductive inner mounting panel.

#### **CONSTRUCTION REQUIREMENTS**

#### General

This item shall be constructed in full accord with Section 825 of the Standard Specifications and the details as indicated in the Contract Drawings.

# **Basis of Payment**

This work shall be paid for at the contract unit price each for COMBINATION LIGHTING CONTROLLER which price shall be payment in full for furnishing, installing, shipping, handling, tools and appurtenances necessary for a complete and operational unit as indicated on the drawings and as approved by the Engineer.

## **GENERAL ELECTRICAL REQUIREMENTS**

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

<u>General.</u> Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

Add the following to the 1<sup>st</sup> paragraph of Article 801.05(a) of the Standard Specifications:

"Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations."

Revise the second sentence of the 5<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as Noted', 'Disapproved', or 'Information Only'.

Revise the 6<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

<u>"Resubmittals."</u> All submitted items reviewed and marked 'Approved as Noted', or 'Disapproved' are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments."

Revise Article 801.11(a) of the Standard Specifications to read:

"<u>Lighting Operation and Maintenance Responsibility</u>. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

<u>"Lighting Cable Identification.</u> Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible."

"Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side."

Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- 1. Description of item
- 2. Designation or approximate station if the item is undesignated
- 3. Latitude
- 4. Longitude

## Examples:

Equipment Description	Equipment Designation	Latitude	Longitude
CCTV Camera pole	ST42	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH at STA 234+35	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
Conduit crossing	SB IL83 to EB I290 ramp SIDE B	41.584600	-87.793432
Light Pole	DA03	41.558532	-87.792571
Lighting Controller	X	41.651848	-87.762053
Sign Structure	FGD	41.580493	-87.793378
Video Collection Point	VCP-IK	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

# **MAINTENANCE OF LIGHTING SYSTEMS**

Effective: January 1, 2012

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

# **Maintenance of Existing Lighting Systems**

**Existing lighting systems**. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service at the time of contract Letting. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

#### **Extent of Maintenance.**

**Partial Maintenance.** Unless otherwise 'indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

# Maintenance of Proposed Lighting Systems

**Proposed Lighting Systems**. Proposed lighting systems shall be defined as any lighting system or part of a lighting system, temporary or permanent, which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, vandalism, or other means. The potential cost of replacing or repairing any malfunctioning, damaged, or vandalized equipment shall be included in the bid price of this item and will not be paid for separately.

## **Lighting System Maintenance Operations**

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service. The equipment shall then be re-set by the contractor within the time limits specified herein.

If the equipment damaged by normal vehicular traffic, not contractor operations, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be re-set, the contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Radio problem	1 hour	4 hours	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey or reported to EMC	na	na	7 Calendar days
Navigation light outage	na	na	24 hours

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from any monies owed to the Contractor. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

# Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods.

## **Method of Measurement**

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Months in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the contract unit price per calendar month for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.

## LUMINAIRE

Effective: January 1, 2012

Add the following to first paragraph of Article 1067(c) of the Standard Specifications:

"The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable"

Add the following to Article 1067(f) of the Standard Specifications:

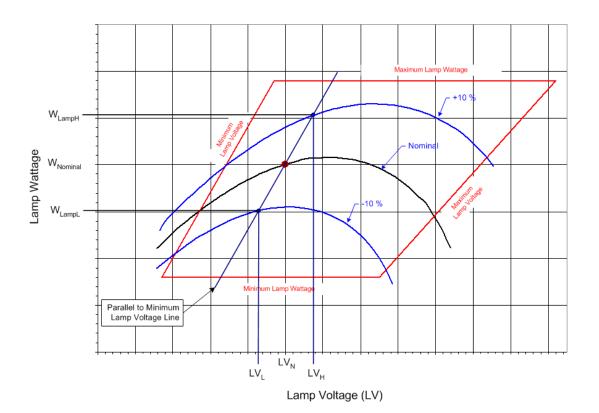
"The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system."

Revise Article 1067(f)(1) of the Standard Specifications to read:

"The high pressure sodium, auto-regulator, lead type (CWA) ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

Nominal Ballast Wattage	Maximum Ballast Regulation
750	25%
400	26%
310	26%
250	26%
150	24%
70	18%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:



Ballast Regulation = 
$$\frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

#### where:

 $W_{LampH}$  = lamp watts at +10% line voltage when Lamp voltage = LV<sub>H</sub>  $W_{LampL}$  = lamp watts at - 10% line voltage when lamp voltage = LV<sub>L</sub>  $W_{lampN}$  = lamp watts at nominal lamp operating voltage = LV<sub>N</sub>

Wattage Nominal Lamp Voltage, LV <sub>N</sub>		LV <sub>L</sub>	LV <sub>H</sub>
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

Ballast losses, based on cold bench tests, shall not exceed the following values:

Nominal Ballast Wattage	Maximum Ballast Losses
750	15%
400	20%
310	21%
250	24%
150	26%
70	34%

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

Ballast Losses = 
$$\frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where:

 $W_{line}$  = line watts at nominal system voltage  $W_{lamp}$  = lamp watts at nominal system voltage

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table.

Nominal Ballast Wattage	Output to lamp variation
750	± 7.5%
400	± 7.5%
310	± 7.5%
250	± 7.5%
150	± 7.5%
70	± 7.5%

Example: For a 400w luminaire, the ballast shall deliver 400 watts  $\pm 7.5\%$  at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 370w to 430w.

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage  $(L_{\vee})$  specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation
750	110v	± 7.5%
400	90v	± 7.5%
310	90v	± 7.5%
250	90v	± 7.5%
150	50v	± 7.5%
70	45v	± 7.5%

Example: For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of ±7.5% which is 370w to 430w"

Add the following to Article 1067(h) of the Standard Specifications:

"Independent Testing. Independent testing of luminaires shall be required whenever the pay item quantity of luminaires of a given pay item, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: A plan pay item quantity of 75 luminaires for a specific pay item would dictate that 2 be tested; 135 luminaires would dictate that three be tested." If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer's data as provided in the approved material submittal. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable"

The Contractor shall select one of the following options for the required testing with the Engineer's approval:

- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
- b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, luminaires for testing by the independent laboratory.
- c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

The independent witness shall as a minimum meet the following requirements:

- ▶ Have been involved with roadway lighting design for at least 15 years.
- ▶ Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
- ▶ Not associated in any way (plan preparation, construction or supply) with the particular project being tested.
- ▶ Be a member of IESNA in good standing.
- ▶ Provide a list of professional references.

This list is not an all inclusive list and the Engineer will make the final determination as to the acceptability of the proposed independent witness.

d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. At the Manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests.

Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, the luminaire shall be unacceptable and be replaced by alternate equipment meeting the specifications with the submittal and testing process repeated in their entirety; or corrections made to achieve required performance. In the case of corrections, the Contractor shall advise the Engineer of corrections made and shall request a repeat of the specified testing and, if the corrections are deemed reasonable by the Engineer, the testing process shall be repeated. The number of luminaires to be tested shall be the same quantity as originally tested; i.e. if three luminaires were tested originally, one, two or three failed, another three must be tested after corrective action is taken.

Revise Article 1067.06(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 1900° to 2200° Kelvin."

Add the following table(s) to Article 1067 of the Standard Specifications:

#### **IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE**

	GIVEN CONDITIONS				
ROADWAY DATA	Pavement Width	76 (ft)			
	Number of Lanes	6 Lanes (4ft Median)			
	I.E.S. Surface Classification	R3			
	Q-Zero Value	.07			
LIGHT POLE DATA	Mounting Height	45 (ft)			
	Mast Arm Length	15 (ft)			
	Pole Set-Back From Edge of Pavement	9 (ft)			
LUMINAIRE DATA	Lamp Type	HPS			
	Lamp Lumens	54000			
	I.E.S. Vertical Distribution	Medium			
	I.E.S. Control Of Distribution	Cutoff			
	I.E.S. Lateral Distribution	Type III			
	Total Light Loss Factor	0.7			
LAYOUT DATA	Spacing	240 (ft)			
	Configuration	Opposite			
	Luminaire Overhang over edge of pavement	6 (ft)			

**NOTE**: Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE RE	QUIREMENTS
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**NOTE**: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

LUMINANCE	Average Luminance, L <sub>AVE</sub>	0.9 Cd/m <sup>2</sup>
	Uniformity Ratio, L <sub>AVE</sub> /L <sub>MIN</sub>	3.0 (Max)
	Uniformity Ratio, L <sub>MAX</sub> /L <sub>MIN</sub>	5.0 (Max)
	Veiling Luminance Ratio, L <sub>V</sub> /L <sub>AVE</sub>	0.3 (Max)

#### **LUMINAIRE SAFETY CABLE ASSEMBLY**

Effective: January 1, 2012

<u>Description:</u> This item shall consist of providing a luminaire safety cable assembly as specified herein and as indicated in the plans.

**Materials.** Materials shall be according to the following:

**Wire Rope.** Cables (wire rope) shall be manufactured from Type 304 or Type 316 stainless steel having a maximum carbon content of 0.08 % and shall be a stranded assembly. Cables shall be 3.18 mm (0.125") diameter, 7x19 Class strand core and shall have no strand joints or strand splices.

Cables shall be manufactured and listed for compliance with Federal Specification RR-W-410 and Mil-DTL-83420.

Cable terminals shall be stainless steel compatible with the cable and as recommended by the cable manufacturer. Terminations and clips shall be the same stainless steel grade as the wire rope they are connected to.

**U-Bolts.** U-Bolts and associated nuts, lock washers, and mounting plates shall be manufactured from Type 304 or Type 316 stainless steel.

#### **CONSTRUCTION REQUIREMENTS**

<u>General.</u> The safety cable assembly shall be installed as indicated in the plan details. One end of the cable assembly shall have a loop fabricated from a stainless steel compression sleeve. The other end of the cable assembly shall be connected with stainless steel wire rope clips as indicated. Slack shall be kept to a minimum to prevent the luminaire from creeping off the end of the mast arm. Unless otherwise indicated in the plans, the luminaire safety cable shall only be used in conjunction with luminaires which are directly above the traveled pavement.

<u>Basis of Payment:</u> This work shall be paid for at the contract price each for **LUMINAIRE SAFETY CABLE ASSEMBLY**, which shall be payment for the work as described herein and as indicated in the plans.

#### WIRE AND CABLE

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

"The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals."

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

## Aerial Electric Cable Properties

Phase Conductor			Messenger wire		
Size	Stranding	Average		Minimum	Stranding
AWG		Insulation		Size	
		Thickness		AWG	
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Add the following to Article 1066.03(b) of the Standard Specifications:

"Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE."

Revise Article 1066.04 to read:

"Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is "Palomino". The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474."

Revise the second paragraph of Article 1066.05 to read:

"The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing."

## **MAST ARM SIGN PANELS**

Effective: May 22, 2002 Revised: January 1, 2015

Add the following to Article 720.02 of the Standard Specifications:

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by the District Sign Shops.

# **KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)**

Effective: January 22, 2003 Revised: February 20, 2015

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards, and the District Details.

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at 847-705-4470 seventy—two (72) hours in advance of all long-term (24 hrs. or longer) lane closures. This advance notification is calculated based on a Monday through Friday workweek and shall not include weekends or state holidays.

Arterial lane closures not shown in the staging plans will not be permitted during **peak traffic volume hours**.

Peak traffic volume hours are defined as weekdays (Monday through Friday) from **7:00 AM to 9:00 AM.** 

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer in accordance with Articles 701.08 and 701.11 of the Standard Specifications.

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable to the Department for the amount of:

One lane blocked = \$1,000/15 minutes.

Two lanes blocked = \$ 2,500/15 minutes.

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

#### SIGN SHOP DRAWING SUBMITTAL

Effective: January 22, 2013 Revised: January 1, 2015

Add the following paragraph to Article 720.03 of the Standard Specifications:

Shop drawings will be required, according to Article 105.04, for all Arterials/Expressways signs except standard highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials.

#### TRAFFIC SIGNAL GENERAL REQUIREMENTS

Effective: May 22, 2002 Revised: January 1, 2015

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations.

- All material furnished shall be new unless otherwise noted herein.
- Traffic signal construction and maintenance work shall be performed by personnel holding current IMSA Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer.
- The work to be done under this contract consists of furnishing, installing and maintaining all traffic signal work and items as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

## Submittals.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted electronically through the District's SharePoint System unless directed otherwise by the Engineer. Electronic material submittals shall follow the District's Traffic Operations Construction Submittals guidelines. General requirements include:

- 1. All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- 2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
- 3. When hard copy submittals are necessary, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- 4. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
- 5. Partial or incomplete submittals will be returned without review.
- 6. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.
- 7. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
- 8. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
- 9. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.

- 10. All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
- 11. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

## Marking Proposed Locations.

Revise "Marking Proposed Locations for Highway Lighting System" of Article 801.09 to read "Marking Proposed Locations for Highway Lighting System and Traffic Signals."

## Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

(c) All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier facilities prior to field installation, at no extra cost to this contract.

## Maintenance and Responsibility.

Revise Article 801.11 of the Standard Specifications to read:

- a. Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. The Contractor shall supply the Engineer, Area Traffic Signal Maintenance and Operations Engineer, IDOT ComCenter and the Department's Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.
- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.

- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- When the project has a pay item for "Maintenance of Existing Traffic Signal d. Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreement, at no cost to the contract.
- f. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.

- g. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The District's Electrical Maintenance Contractor may inspect any signalizing device on the Department's highway system at any time without notification.
- h. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- i. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display.
- j. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries.

# Damage to Traffic Signal System.

Add the following to Article 801.12(b) of the Standard Specifications to read:

Any traffic signal control equipment damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company per Permit agreement.

## <u>Traffic Signal Inspection (TURN-ON).</u>

Revise Article 801.15(b) of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to assist with traffic control at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office who is knowledgeable of the cabinet design and controller functions to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons.

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. A CDROM shall be submitted with separate folders corresponding to each numbered title below. The CDROM shall be labelled with date, project location, company and contract or permit number. Record Drawings, Inventory and Material Approvals shall be submitted prior to traffic signal turn-on for review by the Department as described here-in.

# Final Project Documentation:

- 1. Record Drawings. Signal plans of record with field revisions marked in red ink. One hard copy set of 11"x17" record drawings shall also be provided.
- 2. Inventory. Inventory of new and existing traffic signal equipment including cabinet types and devices within cabinets in an Excel spread sheet format. One hard copy shall also be provided.
- Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
- 4. Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
- 5. Materials Approval. The material approval letter. A hard copy shall also be provided.
- 6. Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
- 7. Cabinet Wiring Diagram. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall also be provided.
- 8. Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 9. Warrantees and Guarantees. All manufacturer and contractor warrantees and guarantees required by Article 801.14.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on", completeness of the required documentation and successful operation during a minimum 72 hour "burn-in" period following activation of the traffic signal. If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements shall be subject to removal and disposal at the Contractor's expense.

# Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the reduced-size set of contract drawings, stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. If the contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible."

As part of the record drawings, the Contractor shall inventory all traffic signal equipment, new or existing, on the project and record information in an Excel spreadsheet. The inventory shall include equipment type, model numbers, software manufacturer and version and quantities.

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following traffic signal components being installed, modified or being affected in other ways by this contract:

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Rail Road Bungalow
- UPS
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- File shall be named: TSXXX-YY-MM-DD (i.e. TS22157 15-01-01)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) should be in the following format: MM/DD/YYYY
- Column B (Item) as shown in the table below
- Column C (Description) as shown in the table below
- Column D and E (GPS Data) should be in decimal form, per the IDOT special provisions

# Examples:

Date	Item	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	-87.792571
01/01/2015	ES (Electrical Service)	Ground mount, Pole mount	41.765532	-87.543571
01/01/2015	CC (Controller Cabinet)		41.602248	-87.794053
01/01/2015	RSC (Rigid Steel Crossing)	IL 31 east side crossing south leg to center HH at Klausen	41.611111	-87.790222
01/01/2015	PTZ (PTZ)	NEQ extension pole	41.593434	-87.769876
01/01/2015	POST (Post)		41.651848	-87.762053
01/01/2015	MCC (Master Controller Cabinet)		41.584593	-87.793378
01/01/2015	COMC (Communication Cabinet)		41.584600	-87.793432
01/01/2015	BBS (Battery Backup System)		41.558532	-87.792571

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 1 foot. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 1 foot accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

Delete the last sentence of the 3<sup>rd</sup> paragraph of Article 801.16.

# Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

<u>IDOT traffic signal facilities are not part any of the one-call locating service such as J.U.L.I.E or Digger.</u> If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted: in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

# Restoration of Work Area.

Add the following article to Section 801 of the Standard Specifications:

801.17 Restoration of work area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

## **RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM**

Effective: May 22, 2002 Revised: January 1, 2015

### Description.

This work shall consist of re-optimizing a closed loop traffic signal system according to the following Levels of work.

LEVEL I applies when improvements are made to an existing signalized intersection within an existing closed loop traffic signal system. The purpose of this work is to integrate the improvements to the subject intersection into the signal system while minimizing the impacts to the existing system operation. This type of work would be commonly associated with the addition of signal phases, pedestrian phases, or improvements that do not affect the capacity at an intersection.

LEVEL II applies when improvements are made to an existing signalized intersection within an existing closed loop traffic signal system and detailed analysis of the intersection operation is desired by the engineer, or when a new signalized or existing signalized intersection is being added to an existing system, but optimization of the entire system is not required. The purpose of this work is to optimize the subject intersection, while integrating it into the existing signal system with limited impact to the system operations. This item also includes an evaluation of the overall system operation, including the traffic responsive program.

For the purposes of re-optimization work, an intersection shall include all traffic movements operated by the subject controller and cabinet.

After the signal improvements are completed, the signal shall be re-optimized as specified by an approved Consultant who has previous experience in optimizing Closed Loop Traffic Signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants. Traffic signal system optimization work, including fine-tuning adjustments of the optimized system, shall follow the requirements stated in the most recent IDOT District 1 SCAT Guidelines, except as note herein.

A listing of existing signal equipment, interconnect information, phasing data, and timing patterns may be obtained from the Department, if available and as appropriate. The existing SCAT Report is available for review at the District One office and if the Consultant provides blank computer disks, copies of computer simulation files for the existing optimized system and a timing database that includes intersection displays will be made for the Consultant. The Consultant shall confer with the Traffic Signal Engineer prior to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system, in which case, the Consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the optimization.

# (a) LEVEL I Re-Optimization

- 1. The following tasks are associated with LEVEL I Re-Optimization.
  - a. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system.
  - b. Proposed signal timing plan for the new or modified intersection(s) shall be forwarded to IDOT for review prior to implementation.
  - c. Consultant shall conduct on-site implementation of the timings at the turn-on and make fine-tuning adjustments to the timings of the subject intersection in the field to alleviate observed adverse operating conditions and to enhance operations. The consultant shall respond to IDOT comments and public complaints for a minimum period of 60 days from date of timing plan implementation.
- 2. The following deliverables shall be provided for LEVEL I Re-Optimization.
  - a. Consultant shall furnish to IDOT a cover letter describing the extent of the reoptimization work performed.
  - b. Consultant shall furnish an updated intersection graphic display for the subject intersection to IDOT and to IDOT's Traffic Signal Maintenance Contractor.

# (b) LEVEL II Re-Optimization

- 1. In addition to the requirements described in the LEVEL I Re-Optimization above, the following tasks are associated with LEVEL II Re-Optimization.
  - a. Traffic counts shall be taken at the subject intersection after the traffic signals are approved for operation by the Area Traffic Signal Operations Engineer. Manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 6:30 p.m. on a typical weekday from midday Monday to midday Friday and on a Saturday or Sunday, as directed by the Engineer, to account for special traffic generators such as shopping centers, educational institutes and special event facilities. The turning movement counts shall identify cars, and single-unit, multi-unit heavy vehicles, and transit buses.
  - b. As necessary, the intersections shall be re-addressed and all system detectors reassigned in the master controller according to the current standard of District One.
  - c. Traffic responsive program operation shall be evaluated to verify proper pattern selection and lack of oscillation and a report of the operation shall be provided to IDOT.
- 2. The following deliverables shall be provided for LEVEL II Re-Optimization.
  - a. Consultant shall furnish to IDOT one (1) copy of a technical memorandum for the optimized system. The technical memorandum shall include the following elements:
    - (1) Brief description of the project
    - (2) Printed copies of the analysis output from Synchro (or other appropriate, approved optimization software file)
    - (3) Printed copies of the traffic counts conducted at the subject intersection

- b. Consultant shall furnish to IDOT two (2) CDs for the optimized system. The CDs shall include the following elements:
  - (1) Electronic copy of the technical memorandum in PDF format
  - (2) Revised Synchro files (or other appropriate, approved optimization software file) including the new signal and the rest of the signals in the closed loop system
  - (3) Traffic counts conducted at the subject intersection
  - (4) New or updated intersection graphic display file for the subject intersection
  - (5) The CD shall be labeled with the IDOT system number and master location, as well as the submittal date and the consultant logo. The CD case shall include a clearly readable label displaying the same information securely affixed to the side and front.

# Basis of Payment.

This work shall be paid for at the contract unit price each for RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM – LEVEL I or RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM – LEVEL II, which price shall be payment in full for performing all work described herein per intersection. Following completion of the timings and submittal of specified deliverables, 100 percent of the bid price will be paid. Each intersection will be paid for separately.

#### **ELECTRIC SERVICE INSTALLATION**

Effective: May 22, 2002 Revised: January 1, 2015

Revise Section 805 of the Standard Specifications to read:

# Description.

This work shall consist of all materials and labor required to install, modify, or extend the electric service installation. All installations shall meet the requirements of the details in the "District One Standard Traffic Signal Design Details" and applicable portions of the Specifications.

# General.

The electric service installation shall be the electric service disconnecting means and it shall be identified as suitable for use as service equipment.

The electric utility contact information is noted on the plans and represents the current information at the time of contract preparation. The Contractor must request in writing for service and/or service modification within 10 days of contract award and must follow-up with the electric utility to assure all necessary documents and payment are received by the utility. The Contractor shall forward copies of all correspondence between the contractor and utility company to the Engineer and Area Traffic Signal Maintenance and Operations Engineer. The service agreement and sketch shall be submitted for signature to the IDOT's Traffic Operations Programs Engineer.

## Materials.

a. General. The completed control panel shall be constructed in accordance with UL Std. 508A, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.

#### b. Enclosures.

- 1. Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 0.080-inch (2.03 mm) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 14-inches (350 mm) high, 9-inches (225 mm) wide and 8-inches (200 mm) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.
- 2. Ground Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 3R unfinished single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 0.125-inch (3.175 mm) thick, the top 0.250-inch (6.350 mm) thick and the bottom 0.500-inch (12.70 mm) thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full length tamperproof stainless steel .075-inch (1.91 mm) thick hinge bolted to the cabinet with stainless steel carriage bolts and nylocks nuts. The locking mechanism shall be slam-latch type with a keyhole cover. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 40-inches (1000 mm) high, 16-inches (400 mm) wide and 15-inches (375 mm) in depth is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.
- 3. All enclosures shall include a blue external power indicator LED light with circuitry as shown in the Electrical Service-Panel Diagram detail sheet. For pole mounted service enclosures, the power indicator light shall be mounted as shown in the detail. For ground mounted enclosures, the power indicator light shall be mounted on the side of the enclosure most visible from the major roadway.

- c. Electric Utility Meter Housing and Riser. The electric meter housing and meter socket shall be supplied and installed by the contractor. Electric utility required risers, weather/service head and any other materials necessary for connection shall also be included in the pay item. Materials shall be in accordance with the electric utility's requirements. The electric utility meter housing shall be mounted on the service pole with a pole mounted service and mounted to the enclosure for a ground mounted service.
- d. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of –40C to +85C. The surge protector shall be UL 1449 Listed.
- e. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.
- f. Fuses, Fuseholders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.
- g. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.
- h. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.
- i. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10 feet (3.0m) in length, and 3/4 inch (20mm) in diameter. Ground rod resistance measurements to ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

## Installation.

- a. General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.
- b. Pole Mounted. Brackets designed for pole mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.
- c. Ground Mounted. The service installation shall be mounted plumb and level on the foundation and fastened to the anchor bolts with hot-dipped galvanized or stainless steel nuts and washers. The space between the bottom of the enclosure and the top of the foundation shall be caulked at the base with silicone.

## Basis of Payment.

The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The CONCRETE FOUNDATION, TYPE A, which includes the ground rod, shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the 3/4 inch (20mm) grounding conduit, ground rod, and pole mount assembly. Any charges by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

#### **GROUNDING OF TRAFFIC SIGNAL SYSTEMS**

Effective: May 22, 2002 Revised: January 1, 2015

Revise Section 806 of the Standard Specifications to read:

#### General.

All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. See IDOT District One Traffic Signal detail plan sheets for additional information.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations were measured resistance exceeds 25 ohms. Ground rods are included in the applicable concrete foundation or service installation pay item and will not be paid for separately.

Testing shall be according to Article 801.13 (a) (4) and (5).

(a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.

- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.
  - 1. Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
  - 2. Equipment grounding conductors shall be bonded, using a UL Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A Listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations including spare or empty conduits.
  - All metallic and non-metallic raceways shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.
  - 4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.

The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, listed pressure connectors, listed clamps or other approved lis

## **COILABLE NON-METALLIC CONDUIT**

Effective: May 22, 2002 Revised: January 1, 2015

## Description.

This work shall consist of furnishing and installing empty coilable non-metallic conduit (CNC) for detector loop raceways.

# General.

The CNC installation shall be in accordance with Sections 810 and 811 of the Standard Specifications except for the following:

Add the following to Article 810.03 of the Standard Specifications:

CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes.

Add the following to Article 811.03 of the Standard Specifications:

On temporary traffic signal installations with detector loops, CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways from the saw-cut to 10 feet (3m) up the wood pole, unless otherwise shown on the plans

## Basis of Payment.

All installations of CNC for loop detection shall be included in the contract and not paid for separately.

# **UNDERGROUND RACEWAYS**

Effective: May 22, 2002 Revised: March 2, 2015

Revise Article 810.04 of the Standard Specifications to read:

"Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade."

Add the following to Article 810.04 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

#### **ROD AND CLEAN EXISTING CONDUIT**

Effective: January 1, 2015

# Description.

This work shall consist of inserting a duct rod or electrical fish rod or tape of sufficient length and rigidity into an electrical conduit opening in one electrical handhole, and pushing the said rod through the conduit to emerge at the next or subsequent handhole in the conduit system at the location(s) shown on the plans. The duct rod may be inserted and removed by any standard construction method which causes no damage to the conduit. The size of the conduit may vary, but there shall be no differentiation in cost for the size of the conduit.

The conduit which is to be rodded and cleaned may exist with various amounts of standing water in the handholes to drain the conduit and to afford compatible working conditions for the installation of the duct rods and/or cables. Pumping of handholes shall be incidental to the work of rodding and cleaning of the conduit.

Any handhole which, in the opinion of the Engineer contains excessive debris, dirt or other materials to the extent that conduit rodding and cleaning is not feasible, shall be cleaned at the Engineer's order and payment approval as a separate pay item.

Prior to removal of the duct rod, a duct cleaning attachment such as a properly sized wire brush or cleaning mandrel shall be attached to the duct rod, which by removal of the duct rod shall be pulled through the conduit to remove sand, grit, or other light obstructions from the duct to provide a clean, clear passage for the installation of cable. Whenever the installation of cables is not performed as an adjunct to or immediately following the cleaning of the duct, a light weight pulling line such as a 1/8" polyethylene line or conduit measuring tape shall be placed and shall remain in the conduit to facilitate future work. When great difficulty of either inserting the duct rod or removal of the cleaning mandrel is encountered, the duct may require further cleaning by use of a compressed air gun, or a low pressure water hose. In the case of a broken conduit, the conduit must be excavated and repaired. The existence and location of breaks in the conduit may be determined by rodding, but the excavation and repair work required will be paid for separately.

This work shall be measured per lineal foot for each conduit cleaned. Measurements shall be made from point to point horizontally. No vertical rises shall count in the measurement.

# Basis of Payment.

This work shall be paid for at the contract unit price per lineal foot for ROD AND CLEAN EXISTING CONDUIT for the installation of new electric cables in existing conduits. Such price shall include the furnishing of all necessary tools, equipment, and materials required to prepare a conduit for the installation of cable.

## **HANDHOLES**

Effective: January 01, 2002 Revised: January 01, 2015

## Description.

Add the following to Section 814 of the Standard Specifications:

All conduits shall enter the handhole at a depth of 30 inches (762 mm) except for the conduits for detector loops when the handhole is less than 5 feet (1.52 m) from the detector loop. All conduit ends should be sealed with a waterproof sealant to prevent the entrance of contaminants into the handhole.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 1/2 inch (13 mm) diameter with two 90 degree bends and extend into the handhole at least 6 inches (152 mm). Hooks shall be placed a minimum of 12 inches (305 mm) below the lid or lower if additional space is required.

Precast round handholes shall not be used unless called out on the plans.

The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

"Handholes shall be constructed as shown on the plans and shall be cast-in-place, or precast concrete units. Heavy duty handholes shall be either cast-in-place or precast concrete units."

Add the following to Article 814.03 of the Standard Specifications:

"(c) Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 inch (13 mm) thickness shall be placed between the handhole and the sidewalk."

# Cast-In-Place Handholes.

All cast-in-place handholes shall be concrete, with inside dimensions of 21-1/2 inches (546 mm) minimum. Frames and lid openings shall match this dimension.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 12 inches (305mm).

## Precast Round Handholes.

All precast handholes shall be concrete, with inside dimensions of 30 inches (762mm) diameter. Frames and covers shall have a minimum opening of 26 inches (660mm) and no larger than the inside diameter of the handhole.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (11 mm) diameter stainless steel bolt cast into the frame. For the purpose of attaching the grounding conductor to the handhole cover, the covers shall either have a 7/16 inch (11 mm) diameter stainless steel bolt cast into the cover or a stainless steel threaded stint extended from an eye hook assembly. A hole may be drilled for the bolt if one cannot be cast into the frame or cover. The head of the bolt shall be flush or lower than the top surface of the cover.

The minimum wall thickness for precast heavy duty hand holes shall be 6 inches (152 mm).

Precast round handholes shall be only produced by an approved precast manufacturer.

#### Materials.

Add the following to Section 1042 of the Standard Specifications:

"1042.17 Precast Concrete Handholes. Precast concrete handholes shall be according to Articles 1042.03(a)(c)(d)(e)."

# **GROUNDING CABLE**

Effective: May 22, 2002 Revised: January 1, 2015

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a UL Listed grounding connector to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

# Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

## FIBER OPTIC TRACER CABLE

Effective: May 22, 2002 Revised: January 1, 2015

The cable shall meet the requirements of Section 817 of the Standard Specifications, except for the following:

Add the following to Article 817.03 of the Standard Specifications:

In order to trace the fiber optic cable after installation, the tracer cable shall be installed in the same conduit as the fiber optic cable in locations shown on the plans. The tracer cable shall be continuous, extended into the controller cabinet and terminated on a barrier type terminal strip mounted on the side wall of the controller cabinet. The barrier type terminal strip and tracer cable shall be clearly marked and identified. All tracer cable splices shall be kept to a minimum and shall incorporate maximum lengths of cable supplied by the manufacturer. The tracer cable will be allowed to be spliced at handholes only. The tracer cable splice shall use a Western Union Splice soldered with resin core flux and shall be soldered using a soldering iron. Blow torches or other devices which oxidize copper cable shall not be allowed for soldering operations. All exposed surfaces of the solder shall be smooth. The splice shall be covered with a black shrink tube meeting UL 224 guidelines, Type V and rated 600v, minimum length 4 inches (100 mm) and with a minimum 1 inch (25 mm) coverage over the XLP insulation, underwater grade.

Add the following to Article 817.05 of the Standard Specifications:

# Basis of Payment.

The tracer cable shall be paid for separately as ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C per foot (meter), which price shall include all associated labor and material for installation.

## MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

Effective: May 22, 2002 Revised: January 1, 2015

## General.

- 1. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection.
- 2. The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.
- 3. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as emergency vehicle pre-emption equipment, master controllers, uninterruptable power supply (UPS and batteries), PTZ cameras, vehicle detection, handholes, lighted signs, telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment.
- 4. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- 5. Maintenance shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.
- 6. The energy charges for the operation of the traffic signal installation shall be paid for by others.

# Maintenance.

1. The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

- 2. The Contractor is advised that the existing and/or span wire traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- 3. The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.
- 4. The Contractor shall provide the Engineer with 2 (two) 24 hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- 5. Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- 6. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the State's Electrical Maintenance Contractor's costs and liquidated damages of \$1000 per day per occurrence. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

- 7. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- 8. Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.
- Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement.
- 10. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display.
- 11. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries.

#### Basis of Payment.

This work will be paid for at the contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately.

## **FULL-ACTUATED CONTROLLER AND CABINET**

Effective: January 1, 2002 Revised: January 1, 2015

### Description.

This work shall consist of furnishing and installing a traffic actuated solid state digital controller in the controller cabinet of the type specified, meeting the requirements of the current District One Traffic Signal Special Provisions including conflict monitor, load switches and flasher relays, with all necessary connections for proper operation.

If the intersection is part of an existing system and/or when specified in the plans, this work shall consist of furnishing and installing a(n) "Econolite" brand traffic actuated solid state controller.

# Materials.

Add the following to Article 857.02 of the Standard Specifications:

Controllers shall be NTCIP compliant NEMA TS2 Type 1, Econolite ASC/3S-1000 or Eagle/Siemens M50 unless specified otherwise on the plans or elsewhere on these specifications. A NTCIP compliant NEMA TS2 Type 2 controller may be used at a traffic signal interconnected to railroad warning devices but only upon the approval of the Engineer. Only controllers supplied by one of the District One approved closed loop equipment manufacturers will be allowed. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval and include the standard data key. The traffic signal controller shall provide features to inhibit simultaneous display of a circular yellow ball and a yellow arrow display. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase. The controller shall prevent phases from being skipped during program changes and after all preemption events.

Add the following to Article 1074.03 of the Standard Specifications:

- (a) (6) Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.
- (b) (1) Revise "conflict monitor" to read "Malfunction Management Unit"
- (b) (5) Cabinets Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- (b) (6) Controller Harness Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.
- (b) (7) Surge Protection Shall be a 120VAC Single phase Modular filter Plug-in type, supplied from an approved vendor.
- (b) (8) BIU shall be secured by mechanical means.
- (b) (9) Transfer Relays Solid state or mechanical flash relays are acceptable.
- (b) (10) Switch Guards All switches shall be guarded.
- (b) (11) Heating One (1) 200 watt, thermostatically-controlled, electric heater.

- (b) (12) Lighting One (1) LED Panel shall be placed inside the cabinet top panel and one (1) LED Panel shall be placed on each side of the pull-out drawer/shelf assembly located beneath the controller support shelf. The LED Panels shall be controlled by a door switch. The LED Panels shall be provided from an approved vendor.
- (b) (13) The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1 ½ inch (38mm) deep drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of accommodating one (1) complete set of cabinet prints and manuals. This drawer shall support 50 lbs. (23 kg) in weight when fully extended. The drawer shall open and close smoothly. Drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 18 inches (610mm) wide.
- (b) (14) Plan & Wiring Diagrams 12" x 15" (3.05mm x 4.06mm) moisture sealed container attached to door.
- (b) (15) Detector Racks Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channels (16) of vehicular operation.
- (b) (16) Field Wiring Labels All field wiring shall be labeled.
- (b) (17) Field Wiring Termination Approved channel lugs required.
- (b) (18) Power Panel Provide a nonconductive shield.
- (b) (19) Circuit Breaker The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- (b) (20) Police Door Provide wiring and termination for plug in manual phase advance switch.
- (b) (21) Railroad Pre-Emption Test Switch Shall be provided from an approved vendor

## Basis of Payment.

This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET; FULL-ACTUATED CONTROLLER AND TYPE V CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET; FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET (SPECIAL); FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET (SPECIAL).

# UNINTERRUPTABLE POWER SUPPLY, SPECIAL

Effective: January 1, 2013 Revised: January 1, 2015

Add the following to Article 862.01 of the Standard Specifications:

The UPS shall have the power capacity to provide normal operation of a signalized intersection that utilizes all LED type signal head optics, for a minimum of 10 (ten) hours.

Add the following to Article 862.02 of the Standard Specifications:

Materials shall be according to Article 1074.04 as modified in UNINTERRUPTABLE POWER SUPPLY (UPS).

Add the following to Article 862.03 of the Standard Specifications:

The UPS shall additionally include, but not be limited to, a battery cabinet, where applicable. For **Super-P (Type IV)** and **Super-R (Type V)** cabinets, the battery cabinet is integrated to the traffic signal cabinet. For **Super-P** and **Super-R** cabinets, the integrated battery cabinet shall be included in the cost for the traffic signal cabinet of the size and type indicated on the plans.

The UPS shall provide reliable emergency power to the traffic signals in the event of a power failure or interruption.

Revise Article 862.04 of the Standard Specifications to read:

## Installation.

When a UPS is installed at an existing traffic signal cabinet, the UPS cabinet shall partially rest on the lip of the existing controller cabinet foundation and be secured to the existing controller cabinet by means of at least four (4) stainless steel bolts. The UPS cabinet shall be completely enclosed with the bottom and back constructed of the same material as the cabinet.

When a UPS is installed at a new signal cabinet and foundation, it shall be mounted as shown on the plans.

At locations where UPS is installed and Emergency Vehicle Priority System is in use, any existing incandescent confirmation beacons shall be replaced with LED lamps in accordance with the District One Emergency Vehicle Priority System specification at no additional cost to the contract. A concrete apron 67 in. x 50 in. x 5 in. (1702mm x 1270mm x 130mm) shall be provided on the side of the existing Type D Foundation, where the UPS cabinet is located. The concrete apron shall follow the District 1 Standard Traffic Signal Design Detail, Type D for Ground Mounted Controller Cabinet and UPS Battery Cabinet. The concrete apron shall follow Articles 424 and 202 of the Standard Specifications.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the UPS including the addition of alarms.

### Materials.

Revise Article 1074.04(a)(1) of the Standard Specifications to read:

The UPS shall be line interactive or double conversion and provide voltage regulation and power conditioning when utilizing utility power. The UPS shall be sized appropriately for the intersection's normal traffic signal operating connected load or at a railroad interconnected signal the load during railroad pre-emption, plus 20 percent (20%). The total connected traffic signal load shall not exceed the published ratings for the UPS. The UPS shall provide a minimum of 10 (ten) hours of normal operation run-time for signalized intersections with LED type signal head optics at 77 °F (25 °C) (minimum 1000 W active output capacity, with 86 percent minimum inverter efficiency).

Revise the first paragraph of Article 1074.04(a)(3) of the Standard Specifications to read:

The UPS shall have a minimum of four (4) sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel mounted terminal block or locking circular connectors, rated at a minimum 120 V/1 A, and labeled so as to identify each contact according to the plans.

Revise Article 1074.04(a)(10) of the Standard Specifications to read:

The UPS shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation.

Revise Article 1074.04(a)(17) of the Standard Specifications to read:

When the intersection is in battery backup mode, the UPS shall bypass all internal cabinet lights, ventilation fans, cabinet heaters, service receptacles, any lighted street name signs, any automated enforcement equipment and any other devices directed by the Engineer.

Revise Article 1074.04(b)(2)b of the Standard Specifications to read:

Batteries, inverter/charger and power transfer relay shall be housed in a separate NEMA Type 3R cabinet. The cabinet shall be Aluminum alloy, 5052-H32, 0.125-inch thick and have a natural mill finish.

Revise Article 1074.04(b)(2)c of the Standard Specifications to read:

No more than three batteries shall be mounted on individual shelves for a cabinet housing six batteries and no more than four batteries per shelf for a cabinet housing eight batteries.

Revise Article 1074.04(b)(2)e of the Standard Specifications to read:

The battery cabinet housing shall have the following nominal outside dimensions: a width of 25 in. (785 mm), a depth of 16 in. (440 mm), and a height of 41 to 48 in. (1.1 to 1.3 m). Clearance between shelves shall be a minimum of 10 in. (250 mm).

End of paragraph 1074.04(b)(2)e

The door shall be equipped with a two position doorstop, one a 90° and one at 120°.

Revise Article 1074.04(b)(2)g of the Standard Specifications to read:

The door shall open to the entire cabinet, have a neoprene gasket, an Aluminum continuous piano hinge with stainless steel pin, and a three point locking system. The cabinet shall be provided with a main door lock which shall operate with a traffic industry conventional No. 2 key. Provisions for padlocking the door shall be provided.

Add the following to Article 1074.04(b)(2) of the Standard Specifications:

j. The battery cabinet shall have provisions for an external generator connection.

Add the following to Article 1074.04(c) of the Standard Specifications:

- (8) The UPS shall include a tip or kill switch installed in the battery cabinet, which shall completely disconnect power from the UPS when the switch is manually activated.
- (9) The UPS shall include standard RS-232 and internal Ethernet interface.
- (10) The UPS shall incorporate a flanged electric generator inlet for charging the batteries and operating the UPS. The generator connector shall be male type, twist-lock, rated as 15A, 125VAC with a NEMA L5-15P configuration and weatherproof lift cover plate. Access to the generator inlet shall be from a secured weatherproof lift cover plate or behind a locked battery cabinet police panel.
- (11) The bypass switch shall include an internal power transfer relay that allows removal of the battery back-up unit, while the traffic signal is connected to utility power, without impacting normal traffic signal operation.

Revise Article 1074.04(d)(3) of the Standard Specifications to read:

All batteries supplied in the UPS shall be either gel cell or AGM type, deep cycle, completely sealed, prismatic lead calcium based, silver alloy, valve regulated lead acid (VRLA) requiring no maintenance. All batteries in a UPS installation shall be the same type; mixing of gel cell and AGM types within a UPS installation is not permitted.

Revise Article 1074.04(d)(4) of the Standard Specifications to read:

Batteries shall be certified by the manufacturer to operate over a temperature range of -13 to 160 °F (-25 to + 71 °C) for gel cell batteries and -40 to 140 °F (-40 to + 60 °C) for AGM type batteries.

Add the following to Article 1074.04(d) of the Standard Specifications:

- (9) The UPS shall consist of an even number of batteries that are capable of maintaining normal operation of the signalized intersection for a minimum of 10 (ten) hours. Calculations shall be provided showing the number of batteries of the type supplied that are needed to satisfy this requirement. A minimum of four batteries shall be provided.
- (10) Battery Heater mats shall be provided, when gel cell type batteries are supplied.

Add the following to the Article 1074.04 of the Standard Specifications:

- (e) Warranty. The warranty for an uninterruptable power supply (UPS) and batteries (full replacement) shall cover a minimum of 5 years from date the equipment is placed in operation.
- (f) Installation. Bypass switch shall completely disconnect the traffic signal cabinet from the utility provider.
- (g) The UPS shall be set-up to run the traffic signal continuously, without going to a red flashing condition, when switched to battery power unless otherwise directed by the Engineer. The Contractor shall confirm set-up with the Engineer. The continuous operation mode when switched to battery may require modification to unit connections and these modifications are included in the unit price for this item.

Revise Article 862.05 of the Standard Specifications to read:

# Basis of Payment.

This work will be paid for at the contract unit price per each for UNINTERRUPTABLE POWER SUPPLY, SPECIAL or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL. Replacement of Emergency Vehicle Priority System confirmation beacons and any required modifications to the traffic signal controller shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY, SPECIAL or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item. The concrete apron and earth excavation required shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item.

FIBER OPTIC CABLE

Effective: May 22, 2002 Revised: January 1, 2015

Add the following to Article 871.01 of the Standard Specifications:

The Fiber Optic cable shall be installed in conduit or as specified on the plans.

Add the following to Article 871.02 of the Standard Specifications:

The control cabinet distribution enclosure shall be 24 Port Fiber Wall Enclosure. The fiber optic cable shall provide six fibers per tube for the amount of fibers called for in the Fiber Optic Cable pay item in the Contract. Fiber Optic cable may be gel filled or have an approved water blocking tape.

Add the following to Article 871.04 of the Standard Specifications:

A minimum of six multimode fibers from each cable shall be terminated with approved mechanical connectors at the distribution enclosure. Fibers not being used shall be labeled "spare." Fibers not attached to the distribution enclosure shall be capped and sealed. A minimum of 13.0 feet (4m) of extra cable length shall be provided for controller cabinets. The controller cabinet extra cable length shall be stored as directed by the Engineer.

Add the following to Article 871.06 of the Standard Specifications:

The distribution enclosure and all connectors will be included in the cost of the fiber optic cable.

Testing shall be in accordance with Article 801.13(d). Electronic files of OTDR signature traces shall be provided in the Final project documentation with certification from the Contractor that attenuation of each fiber does not exceed 3.5 dB/km nominal at 850nm for multimode fiber and 0.4 bd/km nominal at 1300nm for singlemode fiber.

#### **ELECTRIC CABLE**

Effective: May 22, 2002 Revised: January 1, 2015

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

# EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C

Effective: January 1, 2013 Revised: January 1, 2015

This work shall consist of furnishing and installing lead-in cable for light detectors installed at existing and/or proposed traffic signal installations as part of an emergency vehicle priority system. The work includes installation of the lead-in cables in existing and/or new conduit. The electric cable shall be shielded and have (3) stranded conductors, colored blue, orange, and yellow with a stranded tinned copper drain wire. The cable shall meet the requirements of the manufacturer of the Emergency Vehicle Priority System Equipment.

# Basis of Payment.

This work will be paid for at the contract unit price per foot for EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C, which price shall be payment in full for furnishing, installing and making all electrical connections necessary for proper operations.

#### TRAFFIC SIGNAL POST

Effective: May 22, 2002 Revised: January 1, 2015

Add the following to Article 1077.01 (d) of the Standard Specifications:

All posts and bases shall be steel and hot dipped galvanized. Washers for post bases shall be sized to fully engage the post base flanges. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with TRAFFIC SIGNAL PAINTING specifications.

#### MAST ARM ASSEMBLY AND POLE

Effective: May 22, 2002 Revised: January 1, 2015

Revise Article 877.01 of the Standard Specifications to read:

#### Description.

This work shall consist of furnishing and installing a steel mast arm assembly and pole and a galvanized steel or extruded aluminum shroud for protection of the base plate.

Revise Article 877.03 of the Standard Specifications:

Mast arm assembly and pole shall be as follows.

(a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.

- (1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4th Edition.
- (2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.
- (3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

- (4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming. All product data and shop drawings shall be submitted in electronic form on CD-ROM
- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105, coated by the hot-dip galvanizing process according to AASHTO M 232, and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 12 in. (300 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized.

(c) The shroud shall be of sufficient strength to deter pedestrian and vehicular damage and shall be constructed and designed to allow air to circulate throughout the mast arm. The shroud shall not extend beyond the beveled edge of the top of the mast arm pole foundation to assure ADA requirements are met and to prevent infestation of insects or other animals. All mounting hardware shall be stainless steel. Where a shroud cannot meet these requirements, a stainless steel screen mesh ¼ inch maximum opening with a minimum wore diameter of AWG 16 with a minimum 2 inch lap shall be installed to enclose the void between the base plate and the foundation. The stainless steel screen wire shall be formed to the shape of the base plate and fasten to the base plate with ¾ inch stainless steel banding. The screen wire shall overlap and be fastened with a ring type connector.

Add the following to Article 877.04 of the Standard Specifications:

The shroud or stainless screen mesh shall not be paid for separately but shall be included in the cost of the mast arm assembly and pole.

### Materials.

Add the following to Article 1077.03 (a) of the Standard Specifications:

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer. All poles shall be galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with TRAFFIC SIGNAL PAINTING specifications.

# **CONCRETE FOUNDATIONS**

Effective: May 22, 2002 Revised: January 1, 2015

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) from the threaded end.

Concrete Foundations, Type "A" for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the "District One Standard Traffic Signal Design Details." All Type "A" foundations shall be a minimum depth of 48 inches (1220 mm).

Concrete Foundations, Type "C" for Traffic Signal Cabinets with Uninterruptable Power Supply (UPS) cabinet installations shall be a minimum of 72 inches (1830 mm) long and 31 inches (790 mm) wide. All Type "C" foundations shall be a minimum depth of 48 inches (1220 mm). The concrete apron in front of the Type IV or V cabinet shall be 36 in. x 48 in. x 5 in. (915 mm X 1220 mm X 130 mm). The concrete apron in front of the UPS cabinet shall be 36 in. x 67 in. x 5 in. (915 mm X 1700 mm X 130 mm). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "D" for Traffic Signal Cabinets shall be a minimum of 48 inches (1220 mm) long and 31 inches (790 mm) wide. All Type "D" foundations shall be a minimum depth of 48 inches (1220 mm). The concrete apron shall be 36 in. x 48 in. x 5 in. (910 mm X 1220 mm X 130 mm). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "E" for Mast Arm and Combination Mast Arm Poles shall meet the current requirements listed in the Highway Standards.

Foundations used for Combination Mast Arm Poles shall provide an extra 2-1/2 inch (65 mm) raceway.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

# LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD

Effective: May 22, 2002 Revised: January 1, 2015

#### Materials.

Add the following to Section 1078 of the Standard Specifications:

- 1. Representatives of LED traffic signal modules shall have a local office and warehouse within IDOT District One for inspection of materials and to handle inquiries and warranty issues.
- 2. LED modules proposed for use and not previously approved by IDOT District One will require independent testing for compliance to current VTCSH-ITE standards for the product and be Intertek ETL Verified. This would include modules from new manufacturers and new models from IDOT District One approved manufacturers.
- 3. The proposed independent testing facility shall be approved by IDOT District One. Independent testing must include a minimum of two (2) randomly selected modules of each type of module (i.e. ball, arrow, pedestrian, etc.) used in the District and include as a minimum Luminous Intensity and Chromaticity tests, however, complete module performance verification testing may be required by the Engineer to assure the accuracy of the manufacturer's published data and previous test results. An IDOT representative will select sample modules from the local warehouse and mark the modules for testing. Independent test results shall meet current ITE standards and manufacturer's published data. Any module failures shall require retesting of the module type. All costs associated with the selection of sample modules, testing, reporting, and retesting, if applicable, shall be the responsibility of the LED module manufacturer and not be a cost to this contract.

- 4. All signal and pedestrian heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.
- 5. Pedestrian signal heads shall be furnished with the international symbolic "Walking Person" and "Upraised Palm" displays. Egg crate sun shields are not permitted.
- 6. Signal heads shall be positioned according to the "District One Standard Traffic Signal Design Details."
- 7. LED signal heads (All Face and Section Quantities), (All Mounting Types) shall conform fully to the requirements of Articles 1078.01 and 1078.02 of the Standard Specifications amended herein.
- 8. The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTSCH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants within the first 10 years of the date of delivery shall be replaced or repaired. The manufacturer's written warranty for the LED signal modules shall be dated, signed by an Officer of the company and included in the product submittal to the State.

# (a) Physical and Mechanical Requirements

- 1. Modules can be manufactured under this specification for the following faces:
  - a. 12 inch (300 mm) circular, multi-section
  - b. 12 inch (300 mm) arrow, multi-section
  - c. 12 inch (300 mm) pedestrian, 2 sections
- 2. The maximum weight of a module shall be 4 lbs. (1.8 kg).
- 3. Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.

- 4. Material used for the lens and signal module construction shall conform to ASTM specifications for the materials.
- 5. The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.
- 6. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
- 7. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 inch (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 inch (12.7mm) letters next to the symbol.

# (b) Photometric Requirements

- 1. The minimum initial luminous intensity values for the modules shall conform to the values in Table 1 of the VTCSH (2005) for circular signal indications, and as stated in Table 3 of these specifications for arrow and pedestrian indications at 25 °C.
- 2. The modules shall meet or exceed the illumination values stated in Articles 1078.01 and 1078.02 the Standard Specifications for circular signal indications, and Table 3 of these specifications for arrow and pedestrian indications, throughout the useful life based on normal use in a traffic signal operation over the operating temperature range.
- 3. The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of Section 4.2 of the VTCSH (2005) or applicable successor ITE specifications.
- 4. The LEDs utilized in the modules shall be AlInGaP technology for red and Portland orange (pedestrian) and InGaN for green, amber and white (pedestrian) indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40 °C to +74 °C.

# (c) Electrical

- 1. Maximum power consumption for LED modules is per Table 2.
- 2. Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
- 3. The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).

- 4. When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 5. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 6. LED arrows shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

# (d) Retrofit Traffic Signal Module

- 1. The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.
- 2. Retrofit modules can be manufactured under this specification for the following faces:
  - a. 12 inch (300 mm) circular, multi-section
  - b. 12 inch (300 mm) arrow, multi-section
  - c. 12 inch (300 mm) pedestrian, 2 sections
- 3. Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
- 4. The maximum weight of a Retrofit module shall be 4 lbs. (1.8 kg).
- 5. Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
- 6. Electrical conductors for modules, including Retrofit modules, shall be 39.4 inches (1m) in length, with quick disconnect terminals attached.
- 7. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- (e) The following specification requirements apply to the 12 inch (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.
  - The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.
  - 2. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.

- (f) The following specification requirement applies to the 12 inch (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.
  - 1. The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.
- (g) The following specification requirements apply to the 12 inch (300 mm) Pedestrian module only. All general specifications apply unless specifically superseded in this section.
  - 1. The arrow module shall meet specifications stated in VTCSH-ITE 2004 or applicable successor.
  - 2. Two (2) pedestrian sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man.
  - 3. "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches (225mm) in height and easily identified from a distance of 120-feet (36.6m).

### Basis of Payment.

Add the following to the first paragraph of Article 880.04 of the Standard Specifications:

The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition.

Revise the second paragraph of Article 880.04 of the Standard Specifications to read:

If the work consists of retrofitting an existing polycarbonate traffic signal head with light emitting diodes (LEDs), it will be paid for as a SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of signal faces, the number of signal sections in each signal face and the method of mounting.

# LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD

Effective: May 22, 2002 Revised: January 1, 2015

Add the following to the third paragraph of Article 881.03 of the Standard Specifications:

No mixing of different types of pedestrian traffic signals or displays will be permitted.

Add the following to Article 881.03 of the Standard Specifications:

- (a) Pedestrian Countdown Signal Heads.
  - (1) Pedestrian Countdown Signal Heads shall not be installed at signalized intersections where traffic signals and railroad warning devices are interconnected.
  - (2) Pedestrian Countdown Signal Heads shall be 16 inch (406mm) x 18 inch (457mm), for single units with the housings glossy black polycarbonate. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.
  - (3) Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 inches (229mm) in height and easily identified from a distance of 120 feet (36.6m).

#### Materials.

Add the following to Article 1078.02 of the Standard Specifications:

#### General.

- 1. The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. Module shall not have user accessible switches or controls for modification of cycle.
- 2. At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.
- 3. The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.

- 4. The module shall allow for consecutive cycles without displaying the steady Upraised Hand.
- 5. The module shall recognize preemption events and temporarily modify the crossing cycle accordingly.
- 6. If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.
- 7. If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.
- 8. The next cycle, following the preemption event, shall use the correct, initially programmed values.
- 9. If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.
- 10. The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.
- 11. The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.
- 12. The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.
- 13. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 14. In the event of a power outage, light output from the LED modules shall cease instantaneously.
- 15. The LEDs utilized in the modules shall be AllnGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.
- 16. The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

#### Electrical.

1. Maximum power consumption for LED modules is 29 watts.

# Basis of Payment.

Add the following to the first paragraph of Article 881.04 of the Standard Specifications:

The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition.

Add the following to Article 881.04 of the Standard Specifications:

If the work consists of retrofitting an existing polycarbonate pedestrian signal head and pedestrian countdown signal head with light emitting diodes (LEDs), it will be paid for as a PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition.

## TRAFFIC SIGNAL BACKPLATE

Effective: May 22, 2002 Revised: January 1, 2015

Delete 1<sup>st</sup> sentence of Article 1078.03 of the Standard Specifications and add "All backplates shall be louvered, formed plastic".

Add the following to the third paragraph of Article 1078.03 of the Standard Specifications. The retroreflective backplate shall not contain louvers.

Delete second sentence of the fourth paragraph of Article 1078.03 the Standard Specifications.

Add the following to the fourth paragraph of Article 1078.03 of the Standard Specifications:

When retro reflective sheeting is specified, it shall be Type ZZ sheeting according to Article 1091.03 and applied in preferred orientation for the maximum angularity according to the manufacturer's recommendations. The retroreflective sheeting shall be installed under a controlled environment at the manufacturer/supplier before shipment to the contractor. The formed plastic backplate shall be prepared and cleaned, following recommendations of the retroreflective sheeting manufacturer.

## **DETECTOR LOOP**

Effective: May 22, 2002 Revised: January 1, 2015

Revise Section 886 of the Standard Specifications to read:

## Description.

This work shall consist of furnishing and installing a detector loop in the pavement.

## Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4424 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface, using the same notification process as above.

## Installation.

Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vender, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 1/4 inch (6.3 mm) deep x 4 inches (100 mm) saw cut to mark location of each loop lead-in.
- (b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved vender. The sealant shall be installed 1/8 inch (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.
- (c) Detector loop measurements shall include the saw cut and the length of the loop lead-in to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.

- (d) Preformed. This work shall consist of furnishing and installing a rubberized or cross linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- (e) Preformed detector loops shall be installed in new pavement constructed of Portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- (f) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. Non-metallic coilable duct, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- (g) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16 inch (17.2 mm) outside diameter (minimum), 3/8 inch (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1.720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

### Materials.

Add the following to Article 1079.01 of the Standard Specifications:

Contracts requiring new cabinets shall provide for rack mounted detector amplifier cards. Detector amplifiers shall provide LCD displays with loop frequency, inductance, and change of inductance readings.

### Method of Measurement.

This work will be measured for payment in feet (meters) in place. Type I detector loop will be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire. Preformed detector loops will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire.

### Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

## RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, DETECTOR UNIT

Effective: January 1, 2002 Revised: January 1, 2015

This item shall consist of relocating the existing emergency vehicle priority system, detector unit (single channel or dual channel) from its existing location to a new traffic signal post or mast arm assembly and pole, and connecting it to an emergency vehicle priority system, phasing unit. If the existing Emergency Vehicle Priority System, Detector Unit Assembly includes a Confirmation Beacon, the Confirmation Beacon shall also be relocated and connected to the Emergency Vehicle Priority System, Detector Unit and shall be included in this item.

The emergency vehicle system is not to be inoperative for more than 8 hours and the Contractor must notify the Municipality or Fire Protection District 72 hours prior to the disconnection of the equipment.

## Basis of Payment.

This item will be paid for at the contract unit price each for RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, DETECTOR UNIT.

## RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT

Effective: January 1, 2002 Revised: January 1, 2015

This item shall consist of relocating the existing emergency vehicle priority system phasing unit from an existing traffic signal controller cabinet to a new traffic signal controller cabinet, as indicated in the plans or as directed by the Engineer.

The work shall include disconnecting the emergency vehicle priority system phasing unit(s) and reconnecting it to a new wiring harness which is to be factory wired into the new traffic signal controller cabinet.

The emergency vehicle system is not to be inoperative for more than 8 hours and the Contractor must notify the Municipality or Fire Protection District 72 hours prior to the disconnection of the equipment. The Contractor must demonstrate to the satisfaction of the Engineer that the emergency vehicle system operates properly.

## Basis of Payment.

This item will be paid for at the contract unit price each for RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT.

#### PEDESTRIAN PUSH-BUTTON

Effective: May 22, 2002 Revised: January 1, 2015

### Description.

Revise Article 888.01 of the Standard Specifications to read:

This work shall consist of furnishing and installing a latching or non-latching pedestrian push-button and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. The pedestrian station sign size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s).

## Installation.

Add the following to Article 888.03 of the Standard Specifications:

A mounting bracket shall be used for extension and/or to assure proper orientation when two pedestrian push buttons are required for one post. The price of the bracket shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button in order to meet mounting requirements.

#### Materials.

Revise Article 1074.02(a) of the Standard Specifications to read:

The pedestrian push-button housing shall be constructed of aluminum alloy according to ASTM B 308 6061-T6 and powder coated yellow, unless otherwise noted on the plans. The housing shall be furnished with suitable mounting hardware.

Revise Article 1074.02(e) of the Standard Specifications to read:

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch (75mm) round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s).

Add the following to Article 1074.02 of the Standard Specifications:

(f) Location. Pedestrian push-buttons and stations shall be mounted to a post, mast arm pole or wood pole as shown on the plans and shall be fully ADA accessible from a paved or concrete surface. See the District's Detail sheets for orientation and mounting details.

### Basis of Payment.

Revise Article 888.04 of the Standard Specifications to read:

This work will be paid for at the contract unit price per each for PEDESTRIAN PUSH-BUTTON or PEDESTRIAN PUSH-BUTTON, NON-LATCHING.

### TEMPORARY TRAFFIC SIGNAL INSTALLATION

Effective: May 22, 2002 Revised: January 1, 2015

Revise Section 890 of the Standard Specifications to read:

## Description.

This work shall consist of furnishing, installing, maintaining, and removing a temporary traffic signal installation as shown on the plans, including but not limited to temporary signal heads, emergency vehicle priority systems, interconnect, vehicle detectors, uninterruptable power supply, and signing. Temporary traffic signal controllers and cabinets interconnected to railroad traffic control devices shall be new. When temporary traffic signals will be operating within a county or local agency Traffic Management System, the equipment must be NTCIP compliant and compatible with the current operating requirements of the Traffic Management System.

## General.

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal cabinet. Also, an approved equipment vendor shall assemble and test a temporary railroad traffic signal cabinet. (Refer to the "Inspection of Controller and Cabinet" specification). The approved equipment vendor shall be the same as the official controller representative supplied on this project. A representative of the approved controller equipment vendor shall be present at the temporary traffic signal turn-on inspection.

## Construction Requirements.

- (a) Controllers.
  - 1. Only controllers supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary signal locations. All controllers used for temporary traffic signals shall be fully actuated NEMA microprocessor based with RS232 data entry ports compatible with existing monitoring software approved by IDOT District 1, installed in NEMA TS2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length. All controllers used for temporary traffic signals shall meet or exceed the requirements of Section 857 of the Standard Specifications with regards to internal time base coordination and preemption. All railroad interconnected temporary controllers and cabinets shall be new and shall satisfy the requirements of Article 857.02 of the Standard Specifications as modified herein.

- 2. Only control equipment, including controller cabinet and peripheral equipment, supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary traffic signal locations. All control equipment for the temporary traffic signal(s) shall be furnished by the Contractor unless otherwise stated in the plans. On projects with multiple temporary traffic signal installations, all controllers shall be the same manufacturer brand and model number with current software installed.
- (b) Cabinets. All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 4 inch (100 mm) diameter holes to run the electric cables through. The 4 inch (100 mm) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.
- (c) Grounding. Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electrical Code, Section 806 of the Standard Specifications and shall meet the requirements of the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems."
- (d) Traffic Signal Heads. All traffic signal sections and pedestrian signal sections shall be 12 inches (300 mm). Traffic signal sections shall be LED with expandable view, unless otherwise approved by the Engineer. Pedestrian signal heads shall be Light Emitting Diode (LED) Pedestrian Countdown Signal Heads except when a temporary traffic signal is installed at an intersection interconnected with a railroad grade When a temporary traffic signal is installed at an intersection interconnected with a railroad grade crossing, Light Emitting Diode (LED) Pedestrian Signal Heads shall be furnished. The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or as directed by the Engineer. If no traffic staging is in place or will not be staged on the day of the turn on, the temporary traffic signal shall have the signal head displays, signal head placements and controller phasing match the existing traffic signal, at the time of the turn on. The Contractor shall furnish enough extra cable length to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The temporary traffic signal shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

## (e) Interconnect.

- 1. Temporary traffic signal interconnect shall be provided using fiber optic cable or wireless interconnect technology as specified in the plans. The Contractor may request, in writing, to substitute the fiber optic temporary interconnect indicated in the contract documents with a wireless interconnect. The Contractor must provide assurances that the radio device will operate properly at all times and during all construction staging. If approved for use by the Engineer, the Contractor shall submit marked-up traffic signal plans indicating locations of radios and antennas and installation details. If wireless interconnect is used, and in the opinion of the engineer, it is not viable, or if it fails during testing or operations, the Contractor shall be responsible for installing all necessary poles, fiber optic cable, and other infrastructure for providing temporary fiber optic interconnect at no cost to the contract.
- 2. The existing system interconnect and phone lines are to be maintained as part of the Temporary Traffic Signal Installation specified for on the plan. The interconnect shall be installed into the temporary controller cabinet as per the notes or details on the plans. All labor and equipment required to install and maintain the existing interconnect as part of the Temporary Traffic Signal Installation shall be included in the item Temporary Traffic Signal Installation. When shown in the plans, temporary traffic signal interconnect equipment shall be furnished and installed. The temporary traffic signal interconnect shall maintain interconnect communications throughout the entire signal system for the duration of the project. Any temporary signal within an existing closed loop traffic signal system shall be interconnected to that system using similar brand control equipment at no additional cost to the contract.
- 3. Temporary wireless interconnect, complete. The radio interconnect system shall be compatible with Eagle or Econolite controller closed loop systems. This item shall include all temporary wireless interconnect components, complete, at the adjacent existing traffic signal(s) to provide a completely operational closed loop system. This item shall include all materials, labor and testing to provide the completely operational closed loop system as shown on the plans. The radio interconnect system shall include the following components:
  - a. Rack or Shelf Mounted RS-232 Frequency Hopping Spread Spectrum (FHSS) Radio
  - b. Software for Radio Configuration (Configure Frequency and Hopping Patterns)
  - c. Antennas (Omni Directional or Yaqi Directional)
  - d. Antenna Cables, LMR400, Low Loss. Max. 100-ft from controller cabinet to antenna
  - e. Brackets, Mounting Hardware, and Accessories Required for Installation
  - f. RS232 Data Cable for Connection from the radio to the local or master controller
  - g. All other components required for a fully functional radio interconnect system

All controller cabinet modifications and other modifications to existing equipment that are required for the installation of the radio interconnect system components shall be included in this item.

The radio interconnect system may operate at 900Mhz (902-928) or 2.4 Ghz depending on the results of a site survey. The telemetry shall have an acceptable rate of transmission errors, time outs, etc. comparable to that of a hardwire system.

The proposed master controller and telemetry module shall be configured for use with the radio interconnect at a minimum rate of 9600 baud.

The radio interconnect system shall include all other components required for a complete and fully functional telemetry system and shall be installed in accordance to the manufacturers recommendations.

The following radio equipment is currently approved for use in Region One/District One: Encom Model 5100 and Intuicom Communicator II.

- (f) Emergency Vehicle Pre-Emption. All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District. All labor and material required to install and maintain the Emergency Vehicle Preemption installation shall be included in the item Temporary Traffic Signal Installation.
- (g) Vehicle Detection. All temporary traffic signal installations shall have vehicular detection installed at all approaches of the intersection and as directed by the Pedestrian push buttons shall be provided for all pedestrian signal heads/phases as directed by the Engineer. Microwave vehicle sensors or video vehicle detection system shall be approved by IDOT prior to Contractor furnishing and installing. The Contractor shall install, wire, and adjust the alignment of the microwave vehicle sensor or video vehicle detection system in accordance to the manufacturer's recommendations and requirements. The Contractor shall be responsible for adjusting the alignment of the microwave vehicle sensor or video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection system. An incabinet video monitor shall be provided with all video vehicle detection systems and shall be included in the item Temporary Traffic Signal Installation.

- (h) Uninterruptable Power Supply. All temporary traffic signal installations shall have Uninterruptable Power Supply (UPS). The UPS cabinet shall be mounted to the temporary traffic signal cabinet and meet the requirements of Uninterruptable Power Supply in Divisions 800 and 1000 of these specifications.
- (i) Signs. All existing street name and intersection regulatory signs shall be removed from existing poles and relocated to the temporary signal span wire. If new mast arm assembly and pole(s) and posts are specified for the permanent signals, the signs shall be relocated to the new equipment at no extra cost. Any intersection regulatory signs that are required for the temporary traffic signal shall be provided as shown on the plans or as directed by the Engineer. Relocation, removing, bagging and installing the regulatory signs for the various construction stages shall be provided as shown on the plans or as directed by the Engineer.
- (j) Energy Charges. The electrical utility energy charges for the operation of the temporary traffic signal installation shall be paid for by others if the installation replaces an existing signal. Otherwise charges shall be paid for under 109.05 of the Standard Specifications.
- (k) Maintenance. Maintenance shall meet the requirements of the Standard MAINTENANCE OF **EXISTING TRAFFIC** Specifications and SIGNAL INSTALLATION in Division 800 of these specifications. Maintenance of temporary signals and of the existing signals shall be included in the cost of the TEMPORARY TRAFFIC SIGNAL INSTALLATION pay item. When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as he begins any physical work on the Contract or any portion thereof. In addition, a minimum of seven (7) days prior to assuming maintenance of the existing traffic signal installation(s) under this Contract, the Contractor shall request that the Resident Engineer contact the Bureau of Traffic Operations (847) 705-4424 for an inspection of the installation(s).
- (I) Temporary Traffic Signals for Bridge Projects. Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District One Traffic Signal Specifications and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION specification. In addition all electric cable shall be aerially suspended, at a minimum height of 18 feet (5.5m) on temporary wood poles (Class 5 or better) of 45 feet (13.7 m) minimum height. The signal heads shall be span wire mounted or bracket mounted to the wood pole or as directed by the Engineer. The Controller cabinet shall be mounted to the wood pole as shown in the plans, or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection system may be used in place of detector loops as approved by the Engineer.

- (m) Temporary Portable Traffic Signal for Bridge Projects.
  - 1. Unless otherwise directed by the Engineer, temporary portable traffic signals shall be restricted to use on roadways of less than 8000 ADT that have limited access to electric utility service, shall not be installed on projects where the estimated need exceeds ten (10) weeks, and shall not be in operation during the period of November through March. The Contractor shall replace the temporary portable traffic signals with temporary span wire traffic signals noted herein at no cost to the contract if the bridge project or Engineer requires temporary traffic signals to remain in operation into any part of period of November through March. If, in the opinion of the engineer, the reliability and safety of the temporary portable traffic signal is not similar to that of a temporary span wire traffic signal installation, the Contractor shall replace the temporary portable traffic signals with temporary span wire traffic signals noted herein at no cost to the contract.
  - 2. The controller and LED signal displays shall meet the Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION specification.
  - 3. Work shall be according to Article 701.18(b) of the Standard Specifications except as noted herein.

#### 4. General.

- a. The temporary portable bridge traffic signals shall be trailer-mounted units. The trailer-mounted units shall be set up securely and level. Each unit shall be self-contained and consist of two signal heads. The left signal head shall be mounted on a mast arm capable of extending over the travel lane. Each unit shall contain a solar cell system to facilitate battery charging. There shall be a minimum of 12 days backup reserve battery supply and the units shall be capable of operating with a 120 V power supply from a generator or electrical service.
- b. All signal heads located over the travel lane shall be mounted at a minimum height of 17 feet (5m) from the bottom of the signal back plate to the top of the road surface. All far right signal heads located outside the travel lane shall be mounted at a minimum height of 8 feet (2.5m) from the bottom of the signal back plate to the top of the adjacent travel lane surface.
- c. The long all red intervals for the traffic signal controller shall be adjustable up to 250 seconds in one-second increments.
- d. As an alternative to detector loops, temporary portable bridge traffic signals may be equipped with microwave sensors or other approved methods of vehicle detection and traffic actuation.

- e. All portable traffic signal units shall be interconnected using hardwire communication cable. Radio communication equipment may be used only with the approval of the Engineer. If radio communication is used, a site analysis shall be completed to ensure that there is no interference present that would affect the traffic signal operation. The radio equipment shall meet all applicable FCC requirements.
- f. The temporary portable bridge traffic signal system shall meet the physical display and operational requirements of conventional traffic signals as specified in Part IV and other applicable portions of the currently adopted version of the Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois MUTCD. The signal system shall be designed to continuously operate over an ambient temperature range between -30 °F (-34 °C) and 120 °F (48 °C). When not being utilized to inform and direct traffic, portable signals shall be treated as nonoperating equipment according to Article 701.11.
- g. Basis of Payment. This work will be paid for according to Article 701.20(c).

## Basis of Payment.

This work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL INSTALLATION, TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION, or TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION, the price of which shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, microwave vehicle sensors, video vehicle detection system, any maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, the temporary wireless interconnect system complete, temporary fiber optic interconnect system complete, all material required, the installation and complete removal of the temporary traffic signal. Each intersection will be paid for separately.

### **TEMPORARY TRAFFIC SIGNAL TIMING**

Effective: May 22, 2002 Revised: January 1, 2015

### Description.

This work shall consist of developing and maintaining appropriate traffic signal timings for the specified intersection for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Closed Loop Traffic signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMING.

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings. Make fineturning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (b) Consultant shall provide monthly observation of traffic signal operations in the field.
- (c) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (d) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.

#### Basis of Payment.

The work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL TIMING, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50 percent of the bid price will be paid. The remaining 50 percent of the bid price will be paid following the removal of the temporary traffic signal installation an

## REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Effective: May 22, 2002 Revised: January 1, 2015

Add the following to Article 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of outside the right-of-way at the Contractor's expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 hard copies and 1 electronic file of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract.

#### CONDUIT SPLICE

## Description.

This work shall consist of cutting an existing conduit and attaching a new conduit as shown on the plans.

## Construction Requirements.

The existing conduit shall be exposed and cut at the location shown on the plans or as directed by the Engineer. The end of the existing conduit shall be threaded and a threaded coupling used to join the existing conduit to the new conduit. The use of no-thread couplings is unacceptable.

## Basis of Payment.

This work will be paid for at the unit price per each for CONDUIT SPLICE.

## **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>ltem</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 REQUIRMENTS**

#### 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.

## **COARSE AGGREGATE QUALITY (BDE)**

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY					
QUALITY TEST		CLASS			
QOALITI TEOT	Α	В	С	D	
Na <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, ITP 104 <sup>1/</sup> , % Loss max.	15	15	20	25 <sup>2/</sup>	
Los Angeles Abrasion, ITP 96 11/, % Loss max.	40 <sup>3/</sup>	40 4/	40 5/	45	
Minus No. 200 (75 μm) Sieve Material, ITP 11	1.0 6/		2.5 7/		
Deleterious Materials 10/					
Shale, % max.	1.0	2.0	4.0 8/		
Clay Lumps, % max.		0.5	0.5 8/		
Coal & Lignite, % max.					
Soft & Unsound Fragments, %		6.0	8.0 8/		
max.	4.0 <sup>9/</sup>				
Other Deleterious, % max.		2.0	2.0 8/		
Total Deleterious, % max.		6.0	10.0 8/		
Oil-Stained Aggregate 10/, % max					

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.

- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.
- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

## COATED GALVANIZED STEEL CONDUIT (BDE)

Effective: January 1, 2013 Revised: January 1, 2015

Revise Article 811.03(b) of the Standard Specifications to read:

"(b) Coated Galvanized Steel Conduit. In addition to the methods described in Article 810.05(a) the following methods shall be observed when installing coated conduit.

Coated conduit pipe vise jaw adapters shall be used when the conduit is being clamped to avoid damaging the coating.

Coated conduit shall be cut with a roller cutter or by other means approved by the conduit manufacturer.

After any cutting or threading operations are completed, the bare steel shall be touched up with the conduit manufacturer's touch up compound."

## COILABLE NONMETALLIC CONDUIT (BDE)

Effective: August 1, 2014 Revised: January 1, 2015

Revise Article 1088.01(c) of the Standard Specifications to read:

"(c) Coilable Nonmetallic Conduit. The conduit shall be a high density polyethylene duct which is intended for underground use can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties or performance. The conduit and its manufacture shall be according to UL 651A for Schedule 40 conduit, except Schedule 80 shall be used under pavement, stabilized shoulder, paved median, paved driveway, curb and/or gutter and sidewalk.

Performance Tests. Testing procedures and test results shall meet the requirements of UL 651A. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the conduit."

# CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014 Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

"(i) Polyurethane Joint Sealant .......1050.04"

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

"Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant."

Add the following to Section 1050 of the Standard Specifications:

"1050.04 Polyurethane Joint Sealant. The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T ( $T_1$  or  $T_2$ ), according to ASTM C 920."

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
lung 4 2044 <sup>2/</sup>	100 200	2002
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<a href="http://www.epa.gov/cleandiesel/verification/verif-list.htm">http://www.epa.gov/cleandiesel/verification/verif-list.htm</a>), 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.

## **CONTRACT CLAIMS (BDE)**

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

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

"(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

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

Effective: September 1, 2000 Revised: January 2, 2016

<u>FEDERAL OBLIGATION</u>. 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.

<u>CONTRACTOR ASSURANCE</u>. 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 14.00% 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.

<u>DBE LOCATOR REFERENCES</u>. 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.

<u>BIDDING PROCEDURES</u>. 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 Disadvantaged Business 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.
  - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to <a href="DOT.DBE.UP@illinois.gov">DOT.DBE.UP@illinois.gov</a> 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 original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. 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 or to extend the time for award.

- (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 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. 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) <u>NO AMENDMENT</u>. 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) <u>CHANGES TO WORK</u>. 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, than 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) <u>SUBCONTRACT</u>. 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) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. 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 contractor 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) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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.

# **EQUAL EMPLOYMENT OPPORTUNITY (BDE)**

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### "EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

<u>STATE CONTRACTS</u>. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

#### "II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- 6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

## **HOT MIX ASPHALT – PRIME COAT (BDE)**

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP"

Add the following to Article 406.03 of the Standard Specifications.

"(i)	Vacuum Sweeper	 1101	.19
(i)	Spray Paver	 102.	06"

Revise Article 406.05(b) of the Standard Specifications to read:

- "(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).
  - (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-	0.05 (0.244)
Milled Concrete & Tined Concrete	
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

(2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of  $0.25 \, \text{lb/sq}$  ft  $\pm 0.01 \, (1.21 \, \text{kg/sq} \, \text{m} \, \pm 0.05)$ .

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

"406.14 Basis of Payment. Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

"407.02 Materials. Materials shall be according to Article 406.02, except as follows.

Item Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete .......1018"

Revise Article 407.06(b) of the Standard Specifications to read:

"(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

**"408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13."

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

"408.05 Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING."

Revise Article 1032.02 of the Standard Specifications to read:

"1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight."

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh									
Test		SPEC	AASHTO Test Method						
Saybolt Viscosity @ 25C,	SFS	20-200	T 72						
Storage Stability, 24hr.,	%	1 max.	T 59						
Residue by Evaporation,	%	50 min.	T 59						
Sieve Test,	%	0.3 max.	T 59						
7	ests on Residue	e from Evaporat	ion						
Penetration @25°C, 100g., 5	sec., dmm	20 max.	T 49						
Softening Point,	°C	65 min.	T 53						
Solubility,	%	97.5 min.	T 44						
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"						

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

**"1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"1102.06 Spray Paver. The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

### LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013 Revised: April 1, 2015

Revise Article 550.02 of the Standard Specifications to read as follows:

"Item	Article Section
(a) Clay Sewer Pipe	1040.02
(b) Extra Strength Clay Pipe	
(c) Concrete Sewer, Storm Drain, and Culvert Pipe	1042
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	1042
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note	e 1) 1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(g) Polyvinyl Chloride (PVC) Pipe	
(h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	1040.03
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior	1040.08
(j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe	
(k) Mastic Joint Sealer for Pipe (l) External Sealing Band (m) Fine Aggregate (Note 2)	1055
(I) External Sealing Band	1057
(m) Fine Aggregate (Note 2)	1003.04
(n) Coarse Aggregate (Note 3)	1004.05
(o) Reinforcement Bars and Welded Wire Fabric	1006.10
(p) Handling Hole Plugs	
(q) Polyethylene (PE) Pipe with a Smooth Interior	1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	1040.04

- Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.
- Note 2. The fine aggregate shall be moist.
- Note 3. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	Materials
Α	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
В	Rigid Pipes:
	Clay Sewer Pipe
	Extra Strength Clay Pipe
	Concrete Sewer, Storm Drain, and Culvert Pipe
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
	Flexible Pipes:
	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior
	Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polypropylene (CPP) Pipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

						A SEWER										
	KIND OF MATERIAL PERMITTED AI FOR A GIVEN PIPE DIAMETERS AND FILL HE															
			FOR	A GIVEN	N PIPE DIA	AMETER	S AND F	ILL HEIG	HISOVE	RIHEIC	POF THE	: PIPE				
				Туре	e 1							Type	2			
Nominal			Fill	Height: 3	3' and less						Fill H	eight: Gre	eater than	3'		
Diameter					num cover							not exceed				
in.			1								1					1
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	3	Х	Х	Х	Х	Х	NA	NA	1	*X	Х	Х	Х	Х	NA
12	IV	NA	Х	Х	Х	Х	X	Х	II	1	*X	Х	Х	Х	X	X
15	IV	NA	NA	Х	Х	NA	Х	Х	II	1	*X	Х	X	NA	X	Х
18	IV	NA	NA	Х	Х	Х	Х	Х	II	2	Х	Х	Х	Х	Х	Х
21	III	NA	NA	Х	Х	NA	NA	NA	II	2	Х	Х	Х	NA	NA	NA
24	III	NA	NA	Х	Х	X	Х	Х	II	2	Х	Х	X	Х	Х	X
27	III	NA	NA	NA	NA	NA	NA	NA	ll	3	Х	NA	NA	NA	NA	NA
30	IV	NA	NA	Х	X	Х	X	Х	II	3	X	Χ	X	Х	X	Х
33	III	NA	NA	NA	NA	NA	NA	NA	II	NA	Х	NA	NA	NA	NA	NA
36	III	NA	NA	Х	Χ	Х	Х	Х	II	NA	Х	Х	Х	Х	Х	Х
42	H	NA	Х	Х	NA	Х	X	NA	II	NA	Х	Х	NA	Х	NA	NA
48	H	NA	Х	Х	NA	Х	X	Х	II	NA	Х	Х	NA	Х	NA	NA
54	П	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
60	H	NA	NA	NA	NA	NA	NA	Х	II	NA	NA	NA	NA	NA	NA	X
66	П	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
72	П	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
78	ll II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
84	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
90	=	NA	NA	NA	NA	NA	NA	NA	=	NA	NA	NA	NA	NA	NA	NA
96	ll II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
102	ll II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
108	H	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

Polyvinyl Chloride Pipe PVC

CPVC Corrugated Polyvinyl Chloride Pipe ESCP Extra Strength Clay Pipe

Polyethylene Pipe with a Smooth Interior PΕ

CPE Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene pipe with a Smooth Interior CPP

This material may be used for the given pipe diameter and fill height. Χ NA This material is Not Acceptable for the given pipe diameter and fill height.

May also use Standard Strength Clay Pipe

	STORM SEWER															
	KIND OF MATERIAL PERMITTED A FOR A GIVEN PIPE DIAMETERS AND FILL H											E DIDE				
	I		FU			IAIVIETEI	KO AND	FILL HEI								
				Туре	: 1							Тур	e 2			
Nominal			Fill H	leight: 1	m and les	s					Fill H	eight: Gre	eater than	1 m		
Diameter					inimum co							not excee				
in.				1			ſ				1		ſ		ĺ	
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
250	NA	3	Х	Х	Х	Х	Х	NA	NA	1	*X	Х	Х	Х	Х	NA
300	IV	NA	Х	X	Х	Х	Х	X	II	1	*X	Χ	Х	Х	Х	Х
375	IV	NA	NA	Х	Χ	NA	Х	Х	II	1	*X	X	Χ	NA	Х	Х
450	IV	NA	NA	Х	Χ	Х	Х	Х	II	2	Х	Х	Х	Х	Х	Х
525	III	NA	NA	X	Х	NA	NA	NA	II	2	X	Χ	Х	NA	NA	NA
600	III	NA	NA	X	Χ	Χ	Х	Х	II	2	Х	Χ	Χ	Χ	Χ	Χ
675	III	NA	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA
750	IV	NA	NA	Х	Х	Х	Х	Х	II	3	Х	Х	Х	Х	Х	Х
825	Ш	NA	NA	NA	NA	NA	NA	NA	II	NA	Х	NA	NA	NA	NA	NA
900	III	NA	NA	Х	Х	Х	Х	X	II	NA	Х	Х	Х	Х	Х	Х
1050	II	NA	Х	Х	NA	Х	Х	NA	II	NA	Х	Х	NA	Х	NA	NA
1200	ll l	NA	Х	Х	NA	X	Х	Х	II	NA	Х	Χ	NA	X	NA	NA
1350	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1500	II	NA	NA	NA	NA	NA	NA	Х	II	NA	NA	NA	NA	NA	NA	X
1650	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II.	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	ll II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2400	II.	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2550	l II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2700	ll	NA	NA -t Ot	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe

Polyethylene Pipe with a Smooth Interior PΕ

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene pipe with a Smooth Interior

This material may be used for the given pipe diameter and fill height. Х NA This material is Not Acceptable for the given pipe diameter and fill height.

May also use Standard Strength Clay Pipe

							ORM SE				_				
	KIND OF MATERIAL PERMITTED AND S FOR A GIVEN PIPE DIAMETERS AND FILL HEIGH										_	\_			
			FURAG			IERS AI	ND FILL F	HEIGHTS	OVER IF	IE TOP U	F THE PIF				
				Type	3							Type 4			
Nominal			Fill Hei	ght: Gre	ater than 1	10'					Fill Height	: Greater	than 15'		
Diameter			ne	ot exceed	ding 15'						not e	xceeding	20'		
in.	DCCD	CSP	FCCD	PVC	CPVC	PE	CPE	CPP	DOOD	CSP	FCCD	DVC	CPVC	PE	CPP
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
10	NA	2	Х	Х	Х	Х	Х	NA	NA	3	Х	Х	Х	Х	NA
12	III	2	Х	Х	Х	Х	NA	Х	IV	NA	NA	Х	Х	Х	NA
15	III	3	Х	Х	Χ	NA	NA	Х	IV	NA	NA	Х	X	NA	Х
18	III	NA	Х	Х	Х	Х	NA	Х	IV	NA	NA	Х	X	Х	NA
21	III	NA	NA	Х	Х	NA	NA	NA	IV	NA	NA	Х	X	NA	NA
24	III	NA	NA	Χ	Χ	Χ	NA	NA	IV	NA	NA	Χ	X	Χ	NA
27	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
30	III	NA	NA	Х	Х	Х	NA	Х	IV	NA	NA	Х	Х	Х	NA
33	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
36	III	NA	NA	Х	Х	Х	NA	NA	IV	NA	NA	Х	Х	Х	NA
42	III	NA	NA	Х	NA	Х	NA	NA	IV	NA	NA	Х	NA	Х	NA
48	III	NA	NA	Х	NA	X	NA	NA	IV	NA	NA	Х	NA	Х	NA
54	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	1680	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	1690	NA	NA	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	1700	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	NA	1710	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene pipe with a Smooth Iinterior

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

\* May also use Standard Strength Clay Pipe

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

	OTODM OFWEDO / J														
	STORM SEWERS (metric KIND OF MATERIAL PERMITTED AND STR									OUIDED					
	FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS (										THE PIPE				
			10117101	Type		11071112	7 I ILL I IL		Type 4						
Nominal				7.											
Diameter				gnt: Grea t exceedin	ter than 3	m				F		Greater xceeding	than 4.5 m 6 m		
in.	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
250	NA	2	Х	Х	Х	Х	Х	NA	NA	3	Х	Х	Х	Х	NA
300	III	2	X	X	X	X	NA	X	IV	ŇA	NA	X	X	X	NA
375	iii	3	X	X	X	ŇÁ	NA	X	IV	NA	NA	X	X	NA	X
450	III	NA	Х	Х	Х	Х	NA	Х	IV	NA	NA	Х	Х	Х	NA
525	III	NA	NA	Χ	Х	NA	NA	NA	IV	NA	NA	Х	Χ	NA	NA
600	Ш	NA	NA	Х	Х	Х	NA	NA	IV	NA	NA	Х	X	Х	NA
675	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
750	III	NA	NA	Χ	Х	Х	NA	Х	IV	NA	NA	Х	Х	Х	NA
825	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
900	III	NA	NA	Х	Х	Х	NA	NA	IV	NA	NA	Х	Х	Х	NA
1050	III	NA	NA	Х	NA	Х	NA	NA	IV	NA	NA	Х	NA	Х	NA
1200	III	NA	NA	X	NA	Х	NA	NA	IV	NA	NA	Х	NA	Х	NA
1350	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1500	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1650	Ш	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1800	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1950	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
2100	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
2250	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2550		NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2700	70	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene pipe with a Smooth Interior

X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.

May also use Standard Strength Clay Pipe

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

#### STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE Type 5 Type 6 Type 7 Nominal Fill Height: Greater than 20' Fill Height: Greater than 25' Fill Height: Greater than 30' Diameter not exceeding 35' not exceeding 25' not exceeding 30' in. **RCCP PVC CPVC RCCP** PVC **CPVC RCCP CPVC** 10 NA NA NA Χ Χ Χ Х Χ 12 IV Χ Х V Χ Х V Χ Χ 15 IV Χ Χ V Χ Χ ٧ 18 IV Χ Χ ٧ Χ Х ٧ Χ ٧ 21 IV Χ Χ ٧ Χ Χ Χ Х ٧ 24 IV Χ V Χ Χ Χ 27 ٧ IV NA NA V NA NA NA 30 Χ Χ V Χ Χ V IV Χ 33 IV NA NA ٧ NA NA ٧ NA 36 IV Χ Х ٧ Χ Х V Χ 42 V Χ ٧ IV Χ NA NA NA 48 IV Х NA V Χ NA V NA ٧ NA ٧ 54 IV NA NA NA NA 60 IV NA V NA V NA NA NA 66 IV NA NA ٧ NA ٧ NA NA 72 V NA NA V NA NΑ V NA 2020 2370 2730 78 NA NA NA NA NA 2020 2380 2740 84 NA NA NA NA NA 90 2030 NA NA 2390 NA NΑ 2750 NA 96 2040 NA NA 2400 NA NA 2750 NA 102 2050 NA NA 2410 NA NA 2760 NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

108

CPVC Corrugated Polyvinyl Chloride Pipe

2060

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.
 NA This material is Not Acceptable for the given pipe diameter and fill height.

NA

2410

NA

NA

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

2770

NA

### STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

		Type 5	·		Type 6	Type 7		
Nominal Diameter in.	Fill Height not e	: Greater :			nt: Greater exceeding	Fill Height: Greater than 30' not exceeding 35'		
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC
250	NA	Х	Х	NA	Χ	Х	NA	Х
300	IV	Х	Χ	V	X	X	V	X
375	IV	X	X	V	X	X	V	X
450	IV	Х	X	V	Х	Х	V	
525	IV	Х	Χ	V	X	X	V	X
600	IV	Χ	Χ	V	X	X	V	X
675	IV	NA	NA	V	NA	NA	V	NA
750	IV	Χ	Χ	V	X	X	V	X
825	IV	NA	NA	V	NA	NA	V	NA
900	IV	Х	Χ	V	Х	Х	V	X
1050	IV	Χ	NA	V	X	NA	V	NA
1200	IV	Х	NA	V	X	NA	V	NA
1350	IV	NA	NA	V	NA	NA	V	NA
1500	IV	NA	NA	V	NA	NA	V	NA
1650	IV	NA	NA	V	NA	NA	V	NA
1800	V	NA	NA	V	NA	NA	V	NA
1950	100	NA	NA	110	NA	NA	130	NA
2100	100	NA	NA	110	NA	NA	130	NA
2250	100	NA	NA	110	NA	NA	130	NA
2400	100	NA	NA	120	NA	NA	130	NA
2550	100	NA	NA	120	NA	NA	130	NA
2700	100	NA	NA	120	NA	NA	130	NA
DCCD Doinfo	read Canera	to Culvert	Ctorm Dro	in and Cou	or Dino			

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

NA

This material may be used for the given pipe diameter and fill height.

This material is Not Acceptable for the given pipe diameter and fill height.

RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter Note crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

"550.08 Deflection Testing for Storm Sewers. All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise the fifth paragraph of Article 550.08 to read as follows.

"The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

- "(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.
- (d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

### PAVED SHOULDER REMOVAL (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 440.07(b) of the Standard Specifications to read:

"(b) Measured Quantities. Pavement removal, driveway pavement removal, and paved shoulder removal will be measured for payment in place and the area computed in square yards (square meters)."

Revise Article 440.07(c) of the Standard Specifications to read:

"(c) Adjustment of Quantities. The quantity of pavement removal and paved shoulder removal will be adjusted if their respective thickness varies more than 15 percent from that shown on the plans. The quantity will be either increased or decreased according to the following table.

% change of thickness	% change of quantity
0 to less than 15	0
15 to less than 20	10
20 to less than 30	15
30 to less than 50	20

If the thickness of the existing pavement varies by 50 percent or more from that shown on the plans, the character of the work will be considered significantly changed and an adjustment to the contract will be made according to Article 104.02.

When an adjustment is made for variations in pavement or shoulder thickness a resulting adjustment will also be made in the earthwork quantities when applicable.

No adjustment will be made for variations in the amount of reinforcement."

### **PAVEMENT PATCHING (BDE)**

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

### PAVEMENT STRIPING - SYMBOLS (BDE)

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

### "SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)	
Through Arrow	11.5 (1.07)	6.5 (0.60)	
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)	
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)	
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)	
Lane Drop Arrow	41.5 (3.86)	36)	
Wrong Way Arrow	24.3 (2.26)	1	
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	1	
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)		
International Symbol of	3.1 (0.29)		
Accessibility			
Bike Symbol	4.7 (0.44)		
Shared Lane Symbol	8.0 (0.74)"		

### PRECAST CONCRETE HANDHOLE (BDE)

Effective: August 1, 2014

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

"Handholes shall be constructed as shown on the plans and shall be cast-in-place, composite concrete, or precast units. Heavy duty handholes shall be either cast-in-place or precast units."

Add the following to Article 814.03 of the Standard Specifications:

"(c) Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 inch (13 mm) thickness shall be placed between the handhole and the sidewalk."

Add the following to Section1042 of the Standard Specifications:

"1042.17 Precast Concrete Handholes. Precast concrete handholes shall be according to Articles 1042.03(a)(c)(d)(e)."

### 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."

### RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

"When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables."

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

# Type AA Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (Average of 0 and 90 degree rotation)

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Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

Type AA (45 degree rotation)

	Type fit ( to degree retation)						
0	bservation	Entrance					
	Angle	Angle Yellow		Angle Yellov		FO	
	(deg.)	(deg.)					
	0.2	-4	500	165			
	0.2	+30	115	40			
	0.5	-4	140	65			
	0.5	+30	60	30			

# Type AP Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP (Average of 0 and 90 degree rotation)

Observation Angle	Entrance Angle	White	Yellow	Red	Green	Blue	Brown	FO
(deg.) 0.2	(deg.) -4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

# Type AZ Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (Average of 0 and 90 degree rotation)

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Observation Angle	Entrance Angle	White	Yellow	Red	Green	Blue	FYG	FY
(deg.)	(deg.)							
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

# Type ZZ Sheeting Minimum Coefficient of Retroreflection Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type ZZ (Average of 0 and 90 degree rotation)

		·	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<b> </b>					
Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY	FO
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

### **REINFORCEMENT BARS (BDE)**

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

### **RIGID METAL CONDUIT (BDE)**

Effective: August 1, 2014

Add the following to Article 1088.01(a) of the Standard Specifications:

"(6) Stainless Steel Conduit. The conduit shall be Type 304 or Type 316 stainless steel, shall be manufactured according to UL Standard 6A, and shall meet ANSI Standard C80.1. Conduit fittings shall be Type 304 or Type 316 stainless steel and shall be manufactured according to UL Standard 514B.

All conduit supports, straps, clamps. And other attachments shall be Type 304 or Type 316 stainless steel. Attachment hardware shall be stainless steel according to Article 1006.31."

### SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015 Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

"The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides."

### TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

### TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

## IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012 Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is **1**. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

### WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2014

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

### Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

- "(13) Equipment for Warm Mix Technologies.
  - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
  - b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

### Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(e) Warm Mix Technologies.
  - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
  - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

### Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

### Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

### **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 **70** working days.

### BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006 Revised: July 1, 2015

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_I) \times (\%AC_V / 100) \times Q$ 

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department 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, \$/ton (\$/metric ton).

 $^{\circ}$ AC $_{\vee}$  = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the  $^{\circ}$ AC $_{\vee}$  will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC $_{\vee}$  and undiluted emulsified asphalt will be considered to be 65% AC $_{\vee}$ .

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and %  $AC_{V.}$ 

For bituminous materials measured in gallons: Q, tons =  $V \times 8.33$  lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons =  $V \times 1.0$  kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

Percent Difference =  $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$ 

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

### Return With Bid

## ILLINOIS DEPARTMENT OF TRANSPORTATION

## OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.:			_	
Company Name:				
Contractor's Option	<u>ı</u> :			
Is your company opt	ing to include th	nis spec	cial provisi	on as part of the contract?
Yes		No		
Signature:				Date:

### STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: July 1, 2015

<u>Description</u>. 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 on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. 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.

<u>Documentation</u>. 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 X 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)

 $D = MPI_M - MPI_I$ 

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<sub>L</sub> = 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  $\mathsf{MPI}_\mathsf{M}$  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.

<u>Basis of Payment</u>. 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:

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

ltem	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)

### Return With Bid

## ILLINOIS DEPARTMENT OF TRANSPORTATION

## OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:		
Company Name:		
Contractor's Option:		
Is your company opting to include this special provision a following items of work?	s part of the	contract plans for the
Metal Piling	Yes	
Structural Steel	Yes	
Reinforcing Steel	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Guardrail	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Metal Railings (excluding wire fence)	Yes	
Frames and Grates	Yes	
Signature:	Date:	

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor 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 DOT-assisted contracts. 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 contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or singleuser restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \*

### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.