100

Letting March 11, 2022

Notice to Bidders, Specifications and Proposal



Contract No. 61H61 DUPAGE County Section 20-00288-04-TL Route FAU 1518 (63rd Street) Project 0331-180 () District 1 Construction Funds

> Prepared by Checked by

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NOTICE TO BIDDERS

- TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. March 11, 2022 at which time the bids will be publicly opened from the iCX SecureVault.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61H61 DUPAGE County Section 20-00288-04-TL Project 0331-180 () Route FAU 1518 (63rd Street) District 1 Construction Funds

Traffic signal modernization at the intersection of 63rd Street and Main Street in Downers Grove.

- **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 re-advertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Omer Osman, Secretary

CONTRACT 61H61

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS

The following special provisions indicated by an "X" are applicable to this contract. An * indicates a new or revised special provision for the letting.

	<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	<u>Revised</u>
*	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	• •
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
*	80246			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	85	Х	Blended Finely Divided Minerals	April 1, 2021	
	80241			Bridge Demolition Debris	July 1, 2009	
	5026I			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80384	86	Х	Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261	90	Х	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434			Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029	93	Х	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229			Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
*	80433			Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
*	80422			High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
*	80442			Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
*	80438			Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
*	80411			Luminaires, LED	April 1, 2019	Jan. 1, 2022
*	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80418			Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
_	80430	103	Х	Portland Cement Concrete – Haul Time	July 1, 2020	
*	34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
_	80395			Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
*	80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2022
*	80127			Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
	80397	104	Х	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	105	Х	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
-14	80437	_		Submission of Payroll Records	April 1, 2021	1 (0000
*	80435			Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
*	80410	100	X	Traffic Spotters	Jan. 1, 2019	0 1 0 0001
*	20338	106	Х	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
4	80318			Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
^	80429	400	V	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	109	Х	Vehicle and Equipment Warning Lights	Nov. 1, 2021	
	80440	440		Waterproofing Membrane System	Nov. 1, 2021	No. 4 0004
	80302	110	X	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	111	X	Work Zone Traffic Control Devices	Mar. 2, 2020	
	80071	113	Х	Working Days	Jan. 1, 2002	

The following special provisions are in the 2022 Supplemental Specifications and Recurring Special Provisions.

<u>File</u>	Special Provision Title	New Location(s)	Effective	<u>Revised</u>
<u>Name</u> 80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	0411. 1, 2021
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05,	Jan. 1, 2017	Jan. 1, 2018
		1103.20	,	,
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1. 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1, 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

63rd Street & Main Street Section 20-00288-04-TL DuPage County Contract: 61H61

SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions," dated January 1, 2022, as indicated on the Check Sheet included herein; and the "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition which apply to and govern the construction of 63rd Street at C.H. 9 (Main St.); Section 20-00288-04-TL; Project 0331 (180); Job No. C-91-347-20; and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

63rd Street & Main Street Section: 20-00288-04-TL Project No.: 0331 (180) Job No.: C-91-347-20 County: DuPage Contract Number 61H61.

LOCATION OF PROJECT

The proposed improvements are located in the Village of Downers Grove, at the intersection of 63rd Street and Main Street. The gross and net length of the improvement is 11,880 feet (2.25 miles).

DESCRIPTION OF PROJECT

This work involves traffic signal modernization for safety improvements, new traffic signal heads, posts, mast arms, vehicle detection, and interconnect; and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

MAINTENANCE OF ROADWAYS (D1)

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.

STATUS OF UTILITIES (D1)

Effective: June 1, 2016 Revised: January 1, 2020

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

UTILITIES TO BE ADJUSTED

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

No conflicts to be resolved

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Village of Downers Grove	John Welch	630-434- 5494	jwelch@downers.us
Downers Grove Sanitary District	Keith Shaffner	630-353- 3610	kshaffner@dgsd.org
AT&T			G11629@att.com
ComEd		630-576- 7094	PLANSUBMITTALANDMAPREQUESTS@EXCELONCORP.COM
Comcast	Martha Gieras	224-229- 5862	Martha_Gieras@comcast.com
DuPage County DOT	Bill Eidson	630-407- 6900	william.eidson@dupageco.org
CenturyLink		877-366- 8344	nationalrelo@centurylink.com
Verizon			investigations@verizon.com
Nicor		630-388- 2362	NGCORRESPONDENCE@SOUTHERNCO.COM

ATT / T-TCG	Bobby	630-390-	BA3871@ATT.COM
	Akhter	0089x630	

UTILITIES TO BE WATCHED AND PROTECTED

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

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
East, west and south approaches of intersection	Overhead utility lines	Overhead lines are in close proximity to existing mast arms. Exercise caution.	ComEd
Var. locations, incl. South & west parkways	Gas	Underground gas lines, use caution	Nicor
Var. locations	Watermains	Watermains, use caution	Village of Downers Grove
Var. locations incl. SE corner	Storm sewer	Sewers, use caution	Village of Downers Grove
Var. locations, incl. NE corner	Sanitary sewer	Sewers, use caution	Downers Grove Sanitary District
Var. locations, incl. South parkway	Communications	Buried cables, use caution	AT&T
Var. locations	Communications	Cables, use caution	Verizon
Var. locations	Communications	Cables, use caution	Comcast
Var. locations	Communications	Cables, use caution	CenturyLink
		·	<u> </u>

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Village of Downers Grove	John Welch	630-434-5494	j <u>welch@downers.us</u>
Downers Grove Sanitary District	Keith Shaffner	630-353-3610	<u>kshaffner@dgsd.org</u>
AT&T			G11629@att.com

ComEd		630-576-7094	
Comcast	Martha Gieras	224-229-5862	Martha Gieras@comcast.com
DuPage County	Bill Eidson	630-407-6900	william.eidson@dupageco.org
DOT			
CenturyLink		877-366-8344	nationalrelo@centurylink.com
Verizon			investigations@verizon.com
Nicor		630-388-2362	NGCORRESPONDENCE@SOUTHERNCO.COM
ATT / T-TCG	Bobby Akhter	630-390-	BA3871@ATT.COM
	-	0089x630	_

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

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

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

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985 Revised: January 1, 2007

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

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

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

STANDARDS:

701101	701106	701701	701801	701901
701101	701100	101101	701001	701901

DETAILS:

- TC -10 Traffic Control and Protection for Side Road, Intersections, and Driveways
- TC-13 District One Typical Pavement Markings

SPECIAL PROVISIONS:

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS:

Work Zone Traffic Control Surveillance Flaggers in Work Zones

SPECIAL PROVISIONS: Maintenance of Roadways (District 1) Work Zone Traffic Control Devices

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D1)

Effective: June 26, 2006 Revised: December 1, 2021

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."

AVAILABLE REPORTS

 \Box No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- □ Record structural plans
- □ Preliminary Site Investigation (PSI) (IDOT ROW)
- □ Preliminary Site Investigation (PSI) (Local ROW)
- □ Preliminary Environmental Site Assessment (PESA) (IDOT ROW)
- ☑ Preliminary Environmental Site Assessment (PESA) (Local ROW)
- □ Soils/Geotechnical Report
- ⊠ Boring Logs
- □ Pavement Cores
- □ Location Drainage Study (LDS)
- □ Hydraulic Report
- □ Noise Analysis
- □ Other: _____

Those seeking these reports should request access from:

63rd Street & Main Street Section 20-00288-04-TL DuPage County Contract: 61H61

Bruce Talbot Farnsworth Group, Inc. 1011 Warrenville Road, Suite 375 Lisle, IL 60532 btalbot@f-w.com (630)-296-5877 Hours: 8 AM to 5 PM (M-F)

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

Description. This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

<u>Contract Specific Sites</u>. The excavated soil and groundwater within the areas listed below shall be managed as either "uncontaminated soil", hazardous waste, special waste or non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

Soil Disposal Analysis. When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

Site 1: Commercial Building, 6210 Main Street, Downers Grove, DuPage County

• All excavation planned at the northwest quadrant of the intersection. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOC's, SVOC's, and metals.

Site 2: Commercial Building, 6241 Main Street, Downers Grove, DuPage County

• All excavation planned at the northeast quadrant of the intersection. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOC's, SVOC's, and metals.

Site 6: Commercial Building, 6300 Main Street, Downers Grove, DuPage County

• All excavation planned at the southwest quadrant of the intersection. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOC's, SVOC's, and metals.

Site 9: Commercial Building, 6301 Main Street, Downers Grove, DuPage County

• All excavation planned at the southeast quadrant of the intersection. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Contaminants of concern sampling parameters: VOC's, SVOC's, and metals.

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following PESA Sites:

- Site 1: RCRA and SRP site. NFR letter recorded on August 20, 2009.
- Site 2: LUST site, NFR July 5, 2000, Non-LUST letter November 12, 2008. RCRA and SRP site, NFR letter recorded on August 29, 2016.
- Site 6: LUST site, NFR letter April 3, 2006. Not in compliance as of November 7, 2019 due to degraded pavement.
- Site 9: LUST site. NFR letters not recorded.

DUPAGE COUNTY DOT TRAFFIC SIGNAL GENERAL REQUIREMENTS (DUDOT)

Revised: November 1, 2021 DC800.01

All work and equipment performed and installed under this Contract shall be governed by and shall comply with:

SPECIFICATION	ADOPTED/DATED
The State of Illinois "Standard Specifications for Road and Bridge Construction" referred to as "Standard Specifications"	January 1, 2022
The State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways," referred to as "MUTCD"	November 2021
The National Electrical Code referred to as "NEC"	2011 Edition
The National Electrical Manufacturers Association (All publications for traffic control items) referred to as "NEMA"	All applicable current documents published prior to Contract Letting Date
The International Municipal Signal Association ("Official Wire & Cable Specifications Manual,") referred to as "IMSA"	All applicable current documents published prior to Contract Letting Date
The Institute of Transportation Engineers ATC 5.2b Standard	September 25, 2006
AASHTO "Standard Specifications" LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals	2015 Edition & 2017 Interim Revisions
Supplemental Specifications and Recurring Special Provisions	January 1, 2022

The project Special Provisions supplement the above specifications, manuals, and codes. In case of conflict with any part or parts of said documents, the project Special Provisions shall take precedence and shall govern.

The following terms and acronyms are used in the DUDOT traffic signal special provisions:

IDOT	Illinois Department of Transportation
District 1	IDOT District 1
DUDOT	The DuPage County Division of Transportation
Traffic Engineer	The DUDOT Traffic Engineer or designee
Central Signal System	DuPage County's ITS System
Network Integration Consultant	Currently Parsons Transportation Group

The intent of these Special Provisions is to prescribe the materials and construction methods commonly used in traffic signal installations. The locations and the details of all installations shall be indicated on the plans or as directed by the Engineer.

All traffic signal work related to the traffic signal cabinet shall be performed with at least one electrician holding a current IMSA Traffic Signal Technician Level 2 certification present on site and actively overseeing and directing the work, unless approved in advance by the Traffic Engineer.

The work performed under this Contract shall consist of furnishing and installing all traffic signal work as shown on the plans and as specified herein in a manner acceptable and approved by the Resident Engineer. All materials furnished shall be new unless otherwise noted herein.

The phone number to contact DUDOT for all contract electrical questions or request is (630) 407-6900, which includes requests for detector location approval, transfer of maintenance, Traffic Signal Maintenance Contractor locates, equipment inspections, and traffic signal turn-ons.

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

101.56 Vendor. Company that sells a particular type of product directly to the Contractor or the Equipment Supplier.

101.57 Equipment Supplier. Company that supplies, represents, and provides technical support for District 1 approved traffic signal controllers and other related equipment. The Equipment Supplier shall be located within District 1 and shall:

- a. Be full service with on-site facilities to assemble, test, and trouble-shoot traffic signal controllers and cabinet assemblies.
- b. Maintain an inventory of District 1 approved controllers and cabinets.
- c. Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- d. Technical staff shall attend traffic signal "turn-on" and inspection with a minimum 14 calendar day notice.

SUBMITTALS

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted electronically unless otherwise directed by the Traffic Engineer. The submittal shall be by email, and shall include a cover letter and one PDF file with all pay items for the project.

General requirements include:

- a. All material approval requests shall be submitted within 7 calendar days after the preconstruction meeting. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- b. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.

- c. Product data and shop drawings shall be arranged by pay item. Pages of the submittal should be numbered. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- d. When hard copy submittals are necessary for another agency, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials will be submitted, in addition to the electronic copy required above.
- e. 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, in addition to the electronic copy required above.
- f. Partial or incomplete submittals will be returned without review.
- g. Certain non-standard mast arm poles and structures will require additional review from IDOT's Bureau of Bridges and Structures. Examples include special mast arms and non-standard length mast arm pole assemblies. The Contractor shall account for the additional review time in their schedule.
- h. The County Section Number, permit number, or IDOT contract number, project location/limits and corresponding pay code number shall be on each sheet of correspondence, catalog cuts, and mast arm pole and assembly drawings.
- i. 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 include all test data, dates, and times.
- j. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- k. After the Traffic Engineer reviews the submittals for conformance with the design concept of the project, the drawings will be stamped indicating their status as 'APPROVED', 'APPROVED AS CORRECTED', 'NOT APPROVED', or 'RESUBMIT'. Review schedule will be according to Article 801.05(b). Since the Traffic 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 Traffic Engineer's approval thereof.
- I. All submitted items reviewed and marked 'APPROVED AS CORRECTED', 'NOT APPROVED', or 'RESUBMIT' shall 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.
- m. 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 Resident Engineer. In general, substitutions will not be acceptable. Requests for substitutions shall

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 Resident Engineer and the Traffic Engineer.

n. The Contractor shall not order major equipment (i.e., mast arm assemblies) prior to Resident Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of Contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

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."

Add the following to Article 801.09 of the Standard Specifications:

It shall be the Contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction. This shall include locating the mast arm foundations and verifying the mast arms lengths.

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 1. DUDOT reserves the right to request that any controller and cabinet be tested at a District 1 approved Equipment Supplier's facility prior to field installation. Such testing will be at no extra cost to the contract. All permanent or temporary "railroad interconnected" controllers and cabinets, shall be new, built, tested and approved by the controller Equipment Supplier, in the Equipment Supplier's District 1 approved facility, prior to field installation. The test shall be conducted in the presence of DUDOT and Illinois Commerce Commission personnel, or as directed by the Traffic Engineer. The Equipment Supplier shall provide the technical equipment and assistance as required by the Traffic Engineer to fully test this equipment.

LIQUIDATED DAMAGES FOR UNTIMELY WORK

A primary concern is to maintain a safe and efficient roadway for the public. Therefore, the Contractor shall proceed with the traffic signal work as soon as conditions and project staging permit. If in the opinion of the Traffic Engineer construction conditions are suitable for traffic signal work, and the Contractor has not yet begun the traffic signal work, the Resident Engineer shall notify the Contractor to proceed. The Contractor shall begin the traffic signal work within seven calendar days after notification to proceed. The Contractor shall continue to prosecute the traffic signal work until completion, or until they can no longer proceed due to conditions beyond their control. The Contractor shall notify the Resident Engineer of any conditions impeding and/or delaying their prosecution of the work. Failure by the Contractor to proceed with the traffic signal work as specified herein shall result in liquidated damages of **\$500.00** per calendar day per occurrence.

For projects involving detector loop installations or replacement, the following additional conditions apply. If, in the opinion, of the Traffic Engineer construction conditions are suitable for

loop installation(s), the Resident Engineer shall notify the Contractor to proceed. The detector loops shall be installed and fully operational within 14 calendar days following notification to proceed by the Resident Engineer. This 14-day period shall be in effect throughout the entire year, including the off season, regardless of the Contractor's working day status. Failure by the Contractor to complete the loop installation(s) within the specified timeframe shall result in liquidated damages in the amount of \$500.00 per calendar day, per intersection.

For projects involving pavement resurfacing where radar, microwave, video, or other aboveground detection systems are included in the plans, the Contractor shall install the proposed detection system and make it operational prior to the grinding of the pavement loops, unless directed otherwise by the Engineer. In this case, the above-ground detection system will function as a temporary detector system, as well as the permanent system. The Contractor shall maintain the system according to these specifications, including adjusting detector orientation and detection zones, as necessary, to maintain proper detection throughout all stages of construction. Failure by the Contractor to install and operate the detector system within the specified timeframe shall result in liquidated damages in the amount of **§500.00** per calendar day, per intersection.

MAINTENANCE AND RESPONSIBILITY

Revise Article 801.11 of the "Standard Specifications" to read:

- a. Existing traffic signal installations and/or any electrical facilities at locations included in this Contract 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 County of DuPage, State of Illinois, Department of Transportation, Division of Highways, County, Transit Agency, Private Developer, or a local governmental entity. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this Contract that have the item MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, pay TEMPORARY TRAFFIC SIGNAL INSTALLATION, and/or MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION, shall become the full responsibility of the Contractor, unless otherwise approved in advance by the Traffic Engineer. The Contractor shall supply the Resident Engineer and the County's Traffic Signal Maintenance Contractor one 24-hour emergency contact name and telephone number. The Contractor shall provide sufficient qualified personnel to respond to all notifications of malfunctions on a round-the-clock basis (24 hours a day, 7 days a week). The Contractor is required to keep a time and date log of all maintenance items, including the time of the initial report, the response time, and the time of final permanent repair. The Contractor shall provide this information to the Resident Engineer, upon request.
- b. When the project has a pay item for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, TEMPORARY TRAFFIC SIGNAL INSTALLATION, and/or MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION, the Contractor shall notify the Traffic Engineer at (630) 407-6900 and the County's Traffic Signal Maintenance Contractor of their intent to begin any physical construction work on the project. This notification shall be a minimum of ten calendar days prior to the start of construction to allow sufficient time for an inspection of the existing traffic signal installation(s) and the transfer of maintenance to the Contractor. If work is started prior to the inspection, maintenance of the traffic signal installation(s) will be immediately transferred to the Contractor without an inspection. The Contractor shall then 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 to or the replacement of damaged equipment shall meet the approval of the Traffic Engineer at the time of final inspection or the traffic signal installation will not be accepted.

- c. DUDOT, regional transit, IDOT, and other agencies may also have equipment connected to existing traffic signal or peripheral equipment including PTZ cameras, switches, transit signal priority (TSP and BRT) servers, modems, traffic counters, and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- d. For contracts that include pay items for milling or pavement patching that may result in destruction of loop detectors, but do not include installation or modification of the traffic signals, maintenance transfers are not required. These contracts do require a notification of intent to work and an inspection. A minimum of ten calendar days prior to the loop removal, the Contractor shall notify the Traffic Engineer at (630) 407-6900, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation shall remain in operation during all construction stages, except for the most unavoidable down time. Any plan to shut down the traffic signal installation for a period exceeding 15 minutes shall require prior approval from the Traffic Engineer. Except in extraordinary circumstances, approval to shut down the traffic signal installation will only be granted during the hours of 9:00 A.M. to 3:00 P.M. on weekdays, exclusive of holiday periods. Requests for shutdowns outside of these hours, or during holiday periods, will not be granted unless the Traffic Engineer determines that the alternate schedule is beneficial to DuPage County highway operations. Shutdowns will not be allowed during inclement weather.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by DUDOT, the County's Traffic Signal Maintenance Contractor or the public, shall be investigated and repairs started. The Contractor shall restore service and complete permanent repairs according to the following <u>Repair Timetable</u>. Failure to provide this service will result in liquidated damages of <u>\$500</u> per calendar day per occurrence. The Traffic Engineer reserves the right to assign any work not completed within this timeframe to the County's Traffic Signal Maintenance Contractor. All costs associated with the completion of the uncompleted repair shall be the responsibility of the Contractor. Failure to pay these costs to the Traffic Signal Maintenance Contractor within one month after the incident will result in additional liquidated damages of <u>\$500</u> per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. County personnel, the County's Traffic Signal Maintenance Contractor, and the County's Network Integration Consultant may inspect any signalizing device on DUDOT's highway system at any time without notification.
- g. At signals where the Contractor is responsible for maintenance, including temporary traffic signals and newly constructed traffic signals that are operational but not yet accepted by the County, the Contractor shall be responsible for clearing snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal

equipment in compliance with the REPAIR TIMETABLE. Two clearly visible signal indications of all colors and arrows are required to be maintained at all time.

h. In the event of power loss at locations where the Contractor is responsible for maintenance, including temporary traffic signals and newly constructed traffic signals that are not yet accepted by the County, the Contractor shall be responsible for working with DuPage County personnel to make connections of portable County-supplied generators at the maintained location, as directed by the Traffic Engineer or Resident Engineer.

All items shall be repaired within the period described in the Repair Timetable. The times listed are noncumulative. Any repairs not specifically covered in the Repair Timetable, or described elsewhere, shall be completed within a period matching the most similar line item in the Repair Timetable.

REPAIR TIMETABLE

(non cumulative)

ITEM	<u>RESPONSE</u> TIME	<u>SERVICE</u> RESTORATION	PERMANENT REPAIRS
KNOCKDOWNS/FAILURE/DAMAGE:			
Cabinet	1 hr	24 hrs	2 wks
Controller (Local or Master)	1 hr	24 hrs	2 wks
Detector Loop/Magnetometer	1 hr	n.a.	2 wks
Loop Detector Amplifier	1 hr	4 hrs	2 wks
Video Detection Camera/Processing Hardw	/are 1 hr	4 hrs	2 wks
PTZ Camera	2 hrs	48 hrs	2 wks
Modem	2 hrs	NWD	2 wks
Load Switch/BIU	1 hr	2 hrs	2 hrs
Signal Head/Lenses	1 hr	2 hrs	NWD
Pole/Mast Arm	1 hr	2 hrs	ENG
Cabling/Conduit	1 hr	4 hrs	ENG
Interconnect/Communication	NWD	NWD	ENG
Graffiti/Advertising	NWD	NWD	NWD
Telemetry, Electrical	1 hr	2 hrs	NWD
Ethernet Switches/Video Encoders	NWD	48 hrs	2 wks
Indicators/switches/LEDs/displays	NWD	n.a.	2 wks
Snow/Ice/Debris/Other Obstructions	1 hr	2 hrs	NWD
Outages not covered elsewhere	1 hr	2 hrs	NWD
Filter/Cleanliness/fans/thermostat	NWD	NWD	n.a.
Misalignment (conflicting)	1 hr	2 hrs	NWD
Misalignment (non-conflicting)	4 hrs	6 hrs	NWD
COMPLAINTS/CALLS/ALARMS:			
Timing/Phasing/Programming	1 hr	2 hrs	ENG

Timing/Phasing/Programming	1 hr	2 hrs	ENG
Coordination Alarm/Cycle Fail	NWD	ENG	ENG
Controller Alarm/Status Change	1 hr	NWD	1 wk
Detector Alarm/Status change	NWD	NWD	ENG
UPS	1 hr	2 hrs	2 wks
CMU Flash/Local Flash	1 hr	2 hrs	1 wk
Door Open	1 hr	n.a.	NWD

LEGEND: hr=hour, hrs=hours, NWD=next week day, days=calendar days, ENG=acceptable to Traffic Engineer, wk=week, wks=weeks, n.a.=not applicable

WORK NEAR HIGHWAY-RAIL GRADE CROSSINGS

Any proposed activity in the vicinity of a highway-rail grade crossing shall adhere to the guidelines set forth in the 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.

MODIFICATION OF IDOT SPECIAL PROVISION REQUIREMENTS

When IDOT Special Provisions for traffic signal items are included in a DUDOT Contract or Permit project, the following modifications shall apply to the noted Special Provisions.

<u>Contact Information</u>: The Contractor shall utilize the DUDOT contact information for DUDOT projects in place of the personnel, phone numbers, and directives provided in the following District 1 Special Provisions when they are included in the Contract:

800.02TS Optimize Signal System 800.03TS Re-Optimize Signal System 805.01TS Electric Service Installation 886.01TS Detector Loop 886.02TS Detector Loop Replacement and/or Installation 890.01TS Temporary Traffic Signal Installation 890.02TS Temporary Traffic Signal Timing

All references in the above special provisions to Traffic Signal Engineer, Area Traffic Signal Engineer, Area Traffic Signal Maintenance and Operations Engineer, Bureau of Traffic Operations, Traffic Operations Engineer, State, State's Traffic Signal Maintenance Contractor, and State's Electrical Maintenance Contractor shall be replaced with the DUDOT Traffic Engineer and the phone number shall be **630-407-6900**. Submittals, requests for reviews, scheduling of appointments, and requests for materials and information shall be directed to the DUDOT Traffic Engineer instead of IDOT, District 1, or the State's Maintenance Contractor.

<u>Traffic Signal Timing Consultant Requirements:</u> Add the following paragraph to the following District 1 Special Provisions:

800.02TS Optimize Signal System 800.03TS Re-Optimize Signal System 890.02TS Temporary Traffic Signal Timing

Graphics displays for DUDOT signal systems are not required if the signalized intersection is already connected to the county's Centracs software or if it is being added to Centracs under this contract.

<u>Pedestrian Pushbutton Station Requirements:</u> Add the following paragraph to the following District 1 Special Provisions:

888.01TS Pedestrian Push Button 888.02TS Accessible Pedestrian Signals

The pedestrian push button signs shall be retroreflective R10-3e, 9"x15" signs displaying the "Push Button To Cross" legend with the Walking Man symbol and properly oriented arrow, unless shown otherwise in the plans. The pedestrian push button station shall be yellow with rounded corners sized to accommodate the 9"x15" sign.

If extensions are required to ensure proper positioning of the buttons, the extensions shall be included in the cost of the applicable push button pay item at no additional cost to the contract. Catalog cuts are required for the push button extensions prior to ordering.

All accessible buttons shall be programmed for the audible walk indication regardless of their placement. All buttons shall also be capable of producing a user-selectable audible percussive tone.

The required accessible pedestrian signal training will be scheduled for DUDOT personnel in conjunction with the requesting person or group.

Handhole Requirements: Add the following paragraph to the following District 1 Special Provision:

814.01 TS Handholes

The "Traffic Signals" label for the handhole lid shall also be applicable to DUDOT handholes.

DAMAGE TO TRAFFIC SIGNAL SYSTEM

Revise Article 801.12(b) of the "Standard Specifications" to read:

Any traffic control equipment damaged or not operating properly from any cause whatsoever shall be repaired and/or replaced. All inoperable components shall be replaced with new equipment meeting the special provisions, or in the absence of applicable special provisions, meeting the requirements of the Traffic Engineer. The Contractor shall provide replacement components at no additional cost to the Contract and/or owner of the traffic signal system. Final repairs or replacement of damaged equipment shall meet the approval of the Traffic 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, unless approved by the Traffic Engineer.

When present, Automatic Traffic Enforcement equipment, including Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause whatsoever, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company according to the Permit or governing agreement.

VIDEO AND NETWORK SYSTEM REQUIREMENTS

For all projects including installation or relocation of video and/or network equipment, the Contractor shall contact the Traffic Engineer at 630-407-6900 after installation to confirm proper operation of the equipment within the Ethernet-based field communications system. This includes confirming that the camera horizon is properly adjusted, camera lens is clear, network settings are correct and all devices are communicating correctly with the Central Signal System. For equipment requiring an IP address or other DUDOT assigned parameters, the Traffic Engineer will provide all available IP and programming details upon request, but no earlier than at the preconstruction meeting. The Contractor should request the information from the Traffic Engineer a minimum of one week in advance of the traffic signal "turn-on." The Contractor shall be responsible for making any changes necessary to the camera mounting, aiming, and/or equipment programming to meet the DUDOT requirements and/or to operate the equipment to the satisfaction of the Traffic Engineer. Contacting the Traffic Engineer for confirmation of equipment

operation does not constitute an installation review and does not relieve the Contractor of the responsibility to correct deficiencies identified at the "turn-on." The cost of meeting these requirements shall be included in the associated pay item and no additional compensation shall be made. Calls to the Traffic Engineer shall be made according to the Central Signal System Support section of this special provision.

TRAFFIC SIGNAL INSPECTION ("TURN-ON")

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

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 shall be made to the Traffic Engineer at (630) 407-6900 a minimum of ten calendar days prior to the time of the requested inspection. Prior to the date of the "turn-on," the Contractor must provide written notification (by letter or email) that the equipment has been field tested and the intersection is capable of operating according to Contract requirements.

When the Contract includes the pay item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor shall notify the Signal Coordination and Timing (SCAT) Consultant of the "turn-on"/detour implementation schedule, as well as stage changes and signal phase changes during construction. The SCAT Consultant shall be in attendance at each temporary and permanent traffic signal "turn-on." When Emergency Vehicle Preemption (EVP) equipment is included in the project, the Contractor must invite local fire department personnel to each temporary and permanent traffic signal "turn-on."

It is DUDOT's intent to have all electric work completed and the equipment field-tested by the Equipment Supplier prior to DUDOT's "turn-on" field inspection. The Contractor shall 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. In the event the Traffic Engineer determines that the work is not complete and that the inspection will require more than two hours to complete, the inspection may be cancelled and the Contractor will be required to reschedule at another date.

The Contractor shall provide a representative from the Equipment Supplier's office to attend the traffic signal inspection for both permanent and temporary traffic signal "turn-ons." Signal indications being tested shall match the lane configurations and markings at the intersection. If any conflicting signal indications are visible to motorist or pedestrians while testing, the Contractor shall be responsible to provide police officer(s) to assist with traffic control at the time of testing.

Upon demonstration that the signals are operating properly according to the Contract and to the satisfaction of the Traffic Engineer, the Traffic Engineer will allow the signals to be placed in continuous operation. The Traffic Engineer will inspect the traffic signal installation, with the assistance of the Contractor, and provide a written "punch-list" of deficient items requiring completion. The traffic signals will not be transferred to DUDOT maintenance until all "punch-list" work is corrected and re-inspected. The Contractor shall complete all "punch-list" work within 30 calendar days of notification. If this work is not completed within 30 days, DUDOT reserves the right to have the work completed by others at the Contractor's expense. This cost will be in addition to Liquidated Damages for Untimely Work.

The Contractor shall furnish all equipment and/or parts to keep the traffic signal installation operating. No spare traffic signal equipment is available from DUDOT. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until DUDOT acceptance is granted.

When the Contractor has completed the "punch-list" work, he shall contact the Traffic Engineer to schedule a follow-up inspection of the traffic signal installation. If the Traffic Engineer determines that any "punch-list" items have not been completed, the inspection may be canceled, and the Contractor will need to reschedule.

It is possible that during any follow-up inspections of the traffic signal installation, deficient items may be identified that were not identified at the "turn-on" inspection, or included in the initial "punch-list." The Traffic Engineer shall advise the Contractor of any such items, and it shall be the Contractor's responsibility to complete these items prior to acceptance of the traffic signal.

Acceptance of the traffic signal by DUDOT shall be based on the inspection results and successful operation during a minimum 72-hour "burn-in" period following activation of the traffic signal and related equipment. Therefore, due to the required "burn-in" period, acceptance of the traffic signal shall not occur at the time of the "turn-on." Upon notification by the Contractor that all noted deficiencies have been corrected, and after the "burn-in" period, the Traffic Engineer shall perform an acceptance inspection of the traffic signal installation. If approved, the traffic signal shall be given verbally at the inspection, followed by written correspondence from the Traffic Engineer. When DUDOT is acting as a representative of other agencies, the agency that is responsible for the maintenance of each traffic signal installation will assume the traffic signal maintenance upon acceptance by the Traffic Engineer.

DUDOT requires the following Final Project Documentation from the Contractor prior to acceptance of the traffic signal. The documentation shall be provided in hard copy and electronic format as indicated below.

- 1. One (1) copy (11"x17") and one electronic PDF file of as-built signal plans with field revisions marked in red, including the location and labeling of detection equipment that differs from that shown in the plans.
- 2. One (1) copy of the operation and service manuals for the signal controller and the associated control equipment.
- 3. Five (5) copies (11"x17") and one electronic PDF file of the cabinet wiring diagrams.
- 4. Five (5) copies of the traffic signal installation cable log, along with electronic PDF and DGN files.
- 5. Original certificates for all manufacturer and Contractor warranties and guarantees required by Article 801.14 of the Standard Specifications.
- 6. GPS coordinates of traffic signal equipment as detailed in the Record Drawings section herein.

7. For new cabinet installations, two (2) cabinet keys and one (1) police door key.

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 will be subject to removal and disposal at the Contractor's expense.

LOCATING UNDERGROUND FACILITIES

Revise Section 803 of the "Standard Specifications" to read:

Once the Contractor has taken maintenance of an existing County facility or has constructed underground facilities, they are responsible for locating the facilities according the J.U.L.I.E. requirements at no additional cost to the Contract.

Contractor requests for equipment locates will be granted only once prior to the start of construction. Additional requests shall be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any item(s) damaged during the construction, at his/her own expense.

Locate requests shall be directed to DUDOT's Traffic Signal Maintenance Contractor or to the DUDOT Traffic Engineering Department at (630) 407-6900.

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 call J.U.L.I.E. at 1-800-892-0123. The location of some utilities may require contacting other Agencies or Municipalities.

The Contractor should note that IDOT does not participate in J.U.L.I.E. Underground work that is proposed to take place within IDOT right-of-way requires the Contractor to contact IDOT for the procedures involved in locating their facilities.

RESTORATION OF WORK AREA

Add to Section 801 of the "Standard Specifications":

Restoration of the traffic signal work area shall be included in the related pay item including foundation, conduit, handhole, trench and backfill, etc. and no extra compensation shall be allowed. All roadway surfaces including shoulders, medians, sidewalks, pavement, etc. shall be restored to match the previously existing conditions. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded, according to Section 250 and Section 252 of the Standard Specifications respectively. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Resident Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Resident Engineer. Areas in front of residences are to be restored within two weeks of the completion of work causing the disturbance regardless of the duration of the project remaining. The traffic signal work area includes any area where the Contractor or their subcontractors perform work to install, repair, or maintain County owned traffic, lighting, or ITS equipment or facilities, regardless of the presence of an actual traffic signal.

63rd Street & Main Street Section 20-00288-04-TL DuPage County Contract: 61H61

LOCATION AND ORIENTATION OF ITS EQUIPMENT

The Contractor shall confirm the viability of the proposed mounting location for ITS equipment prior to installing cable, affixing mounting hardware to supporting posts or mast arms, and drilling holes in supporting posts or mast arms. When line-of-sight is required for proper equipment operations, including but not limited to antennas and detection cameras, the Contractor shall review the proposed installation with the Engineer, in consultation with the vendor's representative, to confirm that the location shown in the plans is still viable. When a PTZ camera or other comparable device is proposed, the Contractor shall review the proposed location with the Engineer prior to installation to ensure that the Agency's preference for visibility can be met within the built environment. In any case, if the Contractor installs cable or hardware, or drills holes, prior to receiving the Engineer's approval, the cost to relocate the equipment to provide proper operation or preferred visibility, including the cost of removing and installing new electrical or communications cable, will be borne by the Contractor. The Contractor will be paid for the actual quantity of cable and equipment based on the final accepted installation location regardless of the quantities shown in the plan, and no additional compensation shall be made under the Contract for excess materials installed prior to approval.

CABINET NEATNESS AND WIRING

The Contractor shall ensure that all wiring and peripheral equipment in any new traffic signal cabinet is in a neat and orderly fashion that is acceptable to the Traffic Engineer. This applies to controller cabinets, master cabinets, railroad cabinets, communication/ITS cabinets, lighting cabinets, electrical service cabinets, or any other new cabinet called for in the project plans.

All conduit entrances into the cabinet shall be sealed with a pliable waterproof material. Electrical cables inside the cabinet shall be neatly trained along the base and back of the cabinet. Each conductor shall be connected individually to the proper terminal. The spare conductors shall be bound into a neat bundle. All cables, including those for signals, vehicle detection, pushbuttons, emergency vehicle preemption, video transmission, and communication shall be neatly arranged and bundled within the cabinet to the satisfaction of the Traffic Engineer. Each cable shall be marked with an identification number which corresponds to the number and description on the cabinet cable log.

When modernizing or modifying an existing cabinet, the new cables being installed shall be trained, bundled, and labeled to the satisfaction of the Traffic Engineer. When working inside an existing cabinet, the Contractor shall minimize disturbance to existing cables and cabinet wiring. Any existing cables and cabinet wiring disturbed by the Contractor shall be re-trained, bundled, and/or labeled to the satisfaction of the Traffic Engineer.

Unless indicated elsewhere in the plans and specs, all equipment in the cabinet shall be wired through the UPS except lighted street name signs and luminaires.

Components with Ethernet capabilities shall be connected to the Switch or other communications equipment in the cabinet as directed by the Traffic Engineer. All equipment, materials, labor and hardware, including Ethernet patch cables, required to provide cabinet neatness and wiring to the satisfaction of the Traffic Engineer shall be included in the applicable pay item for FULL ACTUATED CONTROLLER AND TYPE IV CABINET SPECIAL, FULL-ACTUATED CONTROLLER IN EXISTING CABINET, and/or MODIFY EXISTING CONTROLLER.

The County will not accept maintenance of the traffic signal installations until the above requirements are satisfied.

EQUIPMENT SUPPLIER AND VENDOR REPRESENTATION

The Traffic Engineer reserves the right to request a representative of the Equipment Supplier and/or Vendor be present at the activation of new traffic equipment. The traffic equipment may include signal heads, cabinets, controllers, amplifiers, preemption, detection, monitoring, communication/transmission, fiber-optic/telemetry, radio, microwave, infrared, illuminated signs, streetlights, push buttons, lighted crosswalks, uninterruptable power supplies, adaptive, counters, and any other new equipment being installed and activated. The representative shall be a qualified technician trained in the proper installation and operation of the equipment being installed under the Contract or permit.

The Traffic Engineer reserves the right to cancel the "turn-on," transfer, or other scheduled activity if, in their opinion, knowledgeable personnel from the Equipment Supplier or Vendor are not present. Rescheduling, and any associated costs, shall be the responsibility of the Contractor, and shall be subject to availability of DUDOT Traffic staff.

This provision is in addition to the requirement contained herein that the Contractor provide a representative from the Equipment Supplier to attend the traffic signal inspection for both permanent and temporary traffic signal "turn-on".

Any costs associated with Equipment Supplier and/or Vendor representation shall be included in the unit price of the associated traffic equipment being activated. Any unforeseen costs incurred by the Contractor to provide this representation shall not be the responsibility of the County.

INTERRUPTION OF COMMUNICATION

The interruption of communication with County equipment shall be kept to an absolute minimum. Communication includes controller telemetry, video transmission, camera control signals, Highway Advisory Radio, wireless interconnect, telephone (POTS/ISDN/DSL), high speed Internet, cellular modem, or any other County communication equipment. This provision applies to cable types including copper, multimode fiber optic, singlemode fiber optic, telephone cables, Ethernet cables, or any other cable used by the County to monitor and maintain its various signal and ITS equipment.

The Contractor shall plan ahead, and shall stage their construction work accordingly, so that they can interrupt communication, and then restore communication, with as little down time as possible. For example, when a section of existing interconnect is being relocated, the new handholes and conduits should be installed prior to disconnecting the interconnect cable. The interconnect cable can then be disconnected, pulled out of the existing conduit, pulled through the new conduit, and re-connected. In addition, when an existing fiber optic cable is to be re-used, the Contractor shall be prepared to immediately replace any fiber splices and/or terminations that become damaged.

Prior to disconnecting any DUDOT communication link, the Contractor shall contact the Traffic Engineer for approval of their planned construction method.

CENTRAL SIGNAL SYSTEM SUPPORT

DUDOT Traffic staff are available to provide a limited amount of technical support to the Contractor between the hours of 8:00 AM and 4:30 PM. The Contractor may request the DUDOT staff provide configuration information, settings, and testing support, and other items approved by the Traffic Engineer. Requests that require DUDOT support after 4:30 PM may not be honored until the next business day. Extensions to the Contract working days or completion date will not be authorized solely due to requests for support that do not meet these requirements.

CONSTRUCTION WORK UNDER COUNTY HIGHWAY PERMIT

For projects being completed under DuPage County Highway Access Permits, including resurfacing projects that require replacement of detector loops, the Contractor shall have a copy of the approved County Highway Permit on-site at all times work is underway, including when working on loops or other signal related equipment at county-owned intersections even if all work is located outside of DuPage County right-of-way. Penalties for non-compliance will be assessed according to the terms detailed in the Highway Permit.

OPTIMIZE TRAFFIC SIGNAL SYSTEM

Effective: May 22, 2002 Revised: July 1, 2015 800.02TS

Description.

This work shall consist of optimizing a closed loop traffic signal system.

OPTIMIZE TRAFFIC SIGNAL SYSTEM applies when a new or existing closed loop traffic signal system is to be optimized and a formal Signal Coordination and Timing (SCAT) Report is to be prepared. The purpose of this work is to improve system performance by optimizing traffic signal timings, developing a time of day program and a traffic responsive program.

After the signal improvements are completed, the signal system shall be 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 noted 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 a CD, 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) The following tasks are associated with OPTIMIZE TRAFFIC SIGNAL SYSTEM.

Appropriate signal timings and offsets shall be developed for each intersection and 1. appropriate cycle lengths shall be developed for the closed loop signal system.

2. Traffic counts shall be taken at all intersections after the permanent 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 and multi-unit heavy vehicles.

3. 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.

4. A traffic responsive program shall be developed, which considers both volume and occupancy. A time-of-day program shall be developed for used as a back-up system.

5. Proposed signal timing plan for the new or modified intersection shall be forwarded to IDOT for review prior to implementation.

6. Consultant shall conduct on-site implementation of the timings and make fine-tuning adjustments to the timings 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 90 days from date of timing plan implementation.

7. Speed and delay studies shall be conducted during each of the count periods along the system corridor in the field before and after implementation of the proposed timing plans for These studies should utilize specialized electronic timing and comparative evaluations. measuring devices.

The following deliverables shall be provided for OPTIMIZE TRAFFIC SIGNAL SYSTEM. (b)

1. Consultant shall furnish to IDOT one (1) copy of a SCAT Report for the optimized system. The SCAT Report shall include the following elements:

e in color showing a System Map
System overview map – showing system number, system schematic map with
red system detectors, oversaturated movements, master location, system
number, cycle lengths, and date of completion.
General location map in color - showing signal system location in the
oolitan area.
Detail system location map in color - showing cross street names and local
ler addresses.
Controller sequence – showing controller phase sequence diagrams.
ontents
al Report
Project Overview
System and Location Description (Project specific)

3. Methodology
4. Data Collection
5. Data Analysis and Timing Plan Development
6. Implementation
a. Traffic Responsive Programming (Table of TRP vs. TOD Operation) with am, md,
and pm cycle lengths
7. Evaluation
a. Speed and Delay runs
Tab 2. Turning Movement Counts
1. Turning Movement Counts (Showing turning movement counts in the
intersection diagram for each period, including truck percentage)
Tab 3. Synchro Analysis
1. AM: Time-Space diagram in color, followed by intersection Synchro report
(Timing report) summarizing the implemented timings.
2. Midday: same as AM
3. PM: same as AM
4. Special weekend or off-peak traffic generators (shopping centers, educational
facilities, arenas, etc.): same as AM
Tab 4: Speed, Delay Studies
1. Summary of before and after runs results in two (2) tables showing travel time
and delay time.
2. Plot of the before and after runs diagram for each direction and time period.
Tab 5: Environmental Report
1. Environmental impact report including gas consumption, NO2, HCCO,
improvements.
Tab 6: Electronic Files
1. Two (2) CDs for the optimized system. The CDs shall include the following
elements:
a. Electronic copy of the SCAT Report in PDF format
b. Copies of the Synchro files for the optimized system
c. Traffic counts for the optimized system
d. New or updated intersection graphic display files for each of the system
intersections and the system graphic display file including system detector locations
and addresses.

Basis of Payment.

The work shall be paid for at the contract unit each for OPTIMIZE TRAFFIC SIGNAL SYSTEM, which price shall be payment in full for performing all work described herein for the entire traffic signal system. Following the completion of traffic counts, 25 percent of the bid price will be paid. Following the completion of the Synchro analysis, 25 percent of the bid price will be paid. Following the setup and fine tuning of the timings, the speed-delay study, and the TRP programming, 25 percent of the bid price will be paid. The remaining 25 percent will be paid when the system is working to the satisfaction of the engineer and an approved report and CD have been submitted.
VEHICLE DETECTION SYSTEM, SPECIAL (DUDOT)

VEHICLE DETECTION SYSTEM, SPECIAL SINGLE, APPROACH (DUDOT)

Revised: March 17, 2021 DC801.04

Description: This work shall consist of furnishing and installing a system that monitors vehicles on a roadway utilizing non-intrusive technologies and that provides detector outputs to a traffic signal controller. This work shall consist of furnishing and installing video cameras, radar units, cables, detector processors, a controller interface unit, and a remote communication module to operate the vehicle detection system at one signalized intersection or on one approach of a signalized intersection as indicated.

Materials: The Vehicle Detection System, Special shall be one of the following systems:

- Autoscope Vision
- Iteris Vantage Next
- Wavetronix SmartSensor Series

All the cables from the detection camera(s) or radar unit(s) to the traffic signal cabinet and within the traffic signal cabinet itself shall be included in the cost of this item.

When a video-based system is installed, the Vehicle Detection System, Special shall also include a LCD monitor in the traffic signal cabinet with HDMI connector for video input. This applies for full intersection and signal approach installations. Surge protection and grounding shall be provided to protect the detection units and any related components located in the traffic signal cabinet.

When detection symbols, detector mounting locations, cables, and quantities are shown in the plan, those are intended to be representative only, and they may not reflect the specific requirements of all the approved systems. The Contractor shall be solely responsible for confirming the exact distances based on the detection zones and the manufacturer's recommended mounting locations prior to procuring the materials.

The system shall have Ethernet capability, with anonymous FTP capabilities disabled by the vendor/equipment supplier or provide a feature for the user to disable the functionality through the standard internal menu.

General: The detection system shall be capable of detecting vehicles within the detection zones shown on the plans, including stopped vehicles, and vehicles entering from driveways, parking areas, or side streets adjacent to the detection zone. At the time catalog cuts are submitted, the Contractor shall provide an exhibit prepared by the vendor/equipment supplier showing the proposed location and mounting of the detector

unit(s) to achieve the required detection, including the proposed cabling requirements of the particular detection system proposed.

The as-built plans shall indicate the type and location of the detector units and cables installed under this pay item.

Installation: When a video-based system is installed, the video detection units shall be installed at the highest available location that meets the manufacturer's recommendations. Radar detection units shall be installed at mast arm height, unless a different location is recommended by the manufacturer. If an alternate mounting height is proposed, the Contractor shall provide a written explanation of the need for the deviation. The Contractor shall take care to ensure that the proposed mounting locations do not result in obstructed detection fields or views due to overhead utility wires or other existing features at the intersection.

All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent the chafing of wires.

If the detection system is installed in a traffic signal cabinet with a network switch (Layer II or Layer III), it shall be capable of communicating over 10/100 Base T Ethernet and shall be connected to the switch with an Ethernet patch cable. The Contractor shall be responsible for programming the network settings and other parameters to establish operations within the County network. Except where indicated otherwise in the special provisions or plans, DUDOT will provide the IP address upon request.

Basis of Payment: This item will be paid for at the contract unit price per each for VEHICLE DETECTION SYSTEM, SPECIAL or VEHICLE DETECTION SYSTEM, SPECIAL, SINGLE APPROACH. The unit price shall include all associated equipment, hardware, cables, materials and labor required to install the system at one signalized intersection or one signalized approach as indicated and place it into operation to the satisfaction of the Traffic Engineer. If required, the cost of the J-hook(s), riser(s), and/or other supplemental support hardware shall be included in the cost of VEHICLE DETECTION SYSTEM, SPECIAL or VEHICLE DETECTION SYSTEM, SPECIAL, SINGLE APPROACH. If required, the LAYER II (DATALINK) SWITCH and/or the LAYER III (NETWORK) SWITCH will be paid for separately.

SERVICE INSTALLATION (TRAFFIC SIGNALS)

Effective: May 22, 2002 Revised: June 15, 2016 805.01TS

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 "District One Standard Traffic Signal Design Details".

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.

- 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 vendor.
 - 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 green 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. The contractor is to coordinate the work to be performed and the materials required with the utility company to make the final connection at the power source. 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. For ground-mounted service, the electric utility meter housing shall be mounted to the enclosure. The meter shall be supplied by the utility company. Metered service shall not be used unless specified in the plans.
- 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, thermalmagnetic 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: July 1, 2015 806.01TS

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. This work shall be in accordance with IDOT's District One Traffic Signal Design Details.

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 UL 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.
 - 3. 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.
- (c) 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, UL listed pressure connectors, and UL listed clamps.

UNDERGROUND RACEWAYS

Effective: May 22, 2002 Revised: July 1, 2015 810.02TS

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."

CONDUIT SPLICE

This work shall consist of making the connection between an existing conduit and a new conduit and shall be done in accordance with applicable portions of Section 810 of the Standard Specifications. The existing conduit shall be prepared in accordance with Section 810.05(a). The coupling shall be threaded and shall match the material and size of the existing conduit. The Contractor shall dispose of all waste and debris off of the right-of-way premises at his own expense.

Basis of Payment: This work shall be paid for at the contract unit price each for CONDUIT SPLICE, which price shall be payment in full for furnishing the materials for the conduit splice

including all labor and equipment to splice the conduits.

ROD AND CLEAN EXISTING CONDUIT

Effective: January 1, 2015 Revised: July 1, 2015 810.03TS

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 included with 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: July 1, 2018 814.01TS

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. Only handholes serving IDOT traffic signal equipment shall have this label. Handhole covers for Red Light Running Cameras shall be labeled "RLRC".

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 vendor.

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)."

FIBER OPTIC TRACER CABLE

Effective: May 22, 2002 Revised: July 1, 2015 817.02TS

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 (DUDOT)

Revised: DC850.01

Description: This work shall consist of maintaining an existing traffic signal installation that has been designated to remain in operation during construction.

General: This work will be performed according to Section 850 of the "Standard Specifications," the DuPage County DOT Traffic Signal General Requirements DC800.01 Special Provision, and the following:

The Contractor shall provide the Engineer with a 24-hour telephone number for traffic signal maintenance, in accordance with the requirements of the DC800.01 Special Provision. The Contractor, or his representative, shall be available on a 24-hour basis to respond to emergency calls by the Engineer, Traffic Engineer or other parties.

The Contractor shall have electricians on staff with IMSA Level II certification to provide signal maintenance.

Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the contract or any portion thereof.

This item shall include maintenance of all traffic signal equipment at the intersection, including cameras, emergency vehicle pre-emption equipment, traffic counters, detection equipment, traffic signal control equipment, terminal servers, media converters, transit signal priority equipment, flashing beacons, uninterruptable power supply (UPS) and batteries, handholes, lighted signs, radios, modems, master controllers, telephone service installations, communication equipment. The Contractor shall at all times maintain in stock a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The Contractor shall check all controllers every month, which will include opening the cabinet door and visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes all portions of the emergency vehicle preemption system. The Contractor shall not clear equipment log buffers. The Contractor shall not remove any existing documentation from the cabinet; it shall remain in the cabinet and remain property of the County or the agency that owns the cabinet.

The Contractor shall respond to all emergency calls from the County or others according to the Repair Timetable 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 County. The Contractor may initiate 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 or Traffic Engineer cannot contact the Contractor's designated personnel, the Traffic Engineer shall have the County's Traffic Signal Maintenance Contractor perform the required maintenance work. The County's Traffic Signal Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within 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. At any time requested, the Contractor shall allow the County's Traffic Signal Maintenance Contrafic Signal Maintenance Contractor to open the cabinet and review the operation of the existing traffic signal installation that has been transferred to the Contractor for maintenance.

The Contractor shall provide immediate corrective action when any part of the system fails to function properly. Two far side signal 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, 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 Traffic Engineer. When the signal is flashing **RED** or when the power is out, the Contractor shall be required to place at least 1 STOP sign (R1-1-36) meeting MUTCD requirements at each approach of the intersection as a temporary means of regulating traffic according to the Repair Timetable in the project special provisions. At approaches where a yellow flashing indication is directed by the Traffic Engineer, STOP signs will not be required. The Contractor shall maintain a sufficient number of STOP signs for all the signals under the Contractor's maintenance and have enough spare STOP signs in stock at all times to replace those which may be damaged or stolen.

Traffic signal equipment which is lost or not returned to the County for any reason shall be replaced with new equipment meeting the requirements of the project special provisions. or in the absence of applicable special provisions, meeting the requirements of the Traffic Engineer.

The Contractor shall be responsible for maintaining the hardware and cables related to the County's Ethernet-based signal and ITS communications system, including any Layer II or Layer III switches, video encoders, power supplies, cables, and peripherals, located in the cabinet maintained under this pay item. Routine programming of Video encoders, Layer II and Layer III switches will be maintained by the County's Network Integrator under separate County contract, except as noted in the plans. The Contractor shall provide cabinet access to the Network Integrator as necessary to maintain communications on the County's Ethernet communications network. Any electrical work required to maintain the communications equipment shall be the responsibility of the Contractor.

The Contractor will not be required to pay the energy charges for the operation of the existing traffic signal installation.

The Traffic Engineer may require the Contractor to transfer maintenance of a signal back to the County's Traffic Signal Maintenance Contractor (or other electrical contractor) for a short time. This may become necessary due to other signal projects in the area, or if the County needs to perform work at the signal. Any costs incurred by the Contractor for maintenance transfer inspections of this type shall be included in cost of pay item MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Traffic Engineer.

Maintenance will not include Automatic Traffic Enforcement equipment, e.g. red light enforcement cameras, detectors, or peripheral equipment. If present, this equipment is operated and maintained by the local municipality and should be de-activated while the traffic signal is on Contractor maintenance.

Basis of Payment: This work shall be paid for at the Contract unit price each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately. If two intersections are operated by one traffic signal controller, it shall be considered as one intersection for the purposes of this pay item.

FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL (DUDOT)

Revised: DC857.01

Description: This work shall consist of furnishing and installing a full-actuated controller and Type IV cabinet at locations shown on the plans and/or as designated by the Traffic Engineer.

General: This work shall be performed according to Sections 857 and 863 of the "Standard Specifications" and the following:

The controller shall conform to ITE ATC Standard 5.2b. The controller shall be the latest model available that is compatible with "*Centracs*" software currently in use by DuPage County DOT. The controller software compatibility requirements are based upon the controller's location in the communication system, and shall be as shown on the plans. The controller shall have the latest version of NTCIP and ATC software compatible with "*Centracs*" installed, and be equipped with an Ethernet port and a removable data key or other storage media to save the controller database.

When plan notes indicate that an "Econolite" controller is required, the controller shall be a Cobalt model E controller running ASC/3 software capable of communicating in both serial and Ethernet modes.

The cabinet shall be designed for NEMA TS2 Type 1 operation. Unless indicated otherwise on the plans, the cabinet shall be pre-wired for a minimum of eight phases of vehicular; four phases of pedestrian; and four phases of overlap operation. Individual load switches shall be provided for each vehicle, pedestrian and right turn overlap phase.

The controller shall prevent phases from being skipped during program changes and after all preemption events, and shall inhibit simultaneous display of circular yellow and yellow arrow indications.

• **Cabinets:** Controller cabinets shall have a footprint of approximately 44 inches wide by 26 inches deep. Type IV cabinets shall be 65 inches high, and shall provide a third shelf for mounting additional equipment. The cabinets shall be fabricated of 1/8" thick unpainted

aluminum alloy 5052-H32. The surface shall be smooth and free of marks and scratches. All external hardware shall be stainless steel. A vented overhang shall be provided above both the front and rear cabinet doors.

- **Cabinet Doors:** The cabinet shall include front and rear doors of NEMA type 3R construction with a cellular neoprene gasket that is rain tight. The door hinges shall be continuous 14-gauge stainless steel and shall be secured with ¼-20 stainless steel carriage bolts. The standard equipment shall include a three-point locking system that secures the door at the top, bottom and center. A corbin lock with two keys shall also be furnished. The door shall be equipped with a two-position doorstop, one at 90° and one at 120°. In cases where the plans indicate a cabinet is to be affixed to a wood pole, a single door cabinet is required.
- **Controller Harness:** The cabinet shall include a TS2 Type 2 "A" harness in addition to the TS2 Type 1 harness.
- **Surge Protection:** The cabinet shall have a 120VAC Single Phase Modular filter Plug-in type, supplied from an approved vendor.
- **BIU:** The BIU shall be secured by mechanical means.
- Switch Guards: All switches shall include switch guards.
- **Back Panel:** The back panel wiring shall be securely covered with a piece of Plexiglas. The Plexiglas shall have a minimum thickness 1/8-inch.
- **Heating:** The cabinet shall include one 200-watt, thermostatically-controlled, electric heater.
- **Lighting:** The cabinet shall include four LED light assemblies along the top and sides of the cabinet. The LED panels shall be controlled by a door switch. The LED Panels shall be provided from an approved vendor.
- **Plan & Wiring Diagrams:** The cabinet shall include a 12" x 15" moisture sealed container attached to door for plan and wiring diagrams.
- **Pull-out Drawer:** The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1½ inch 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 complete set of cabinet prints and manuals. This drawer shall support 50 pounds in weight when fully extended. The drawer shall open and close smoothly. The drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 18 inches wide.
- **Detector Racks:** The cabinet shall include a full-size rack fully wired to support one BIU, sixteen channels of vehicle detection, and four channels of EVP. When additional detection inputs are required, a second rack shall be provided at no additional cost to the Contract.
- Field Wiring Labels: All field wiring shall be labeled.
- Field Wiring Termination: Approved channel lugs shall be required for all field wiring termination.
- **Power Supply:** The power supply shall include a nonconductive shield.
- **Circuit Breaker:** The signal circuit breaker shall be sized for the proposed load. The signal circuit breaker shall be rated a minimum of 30 amps. When combination lighting is included, an additional circuit breaker shall be provided at no additional cost to the Contract.
- **Police Door:** The cabinet shall include wiring and termination for a plug-in manual phase advance switch.

- **Railroad Pre-Emption Test Switch:** A railroad pre-emption test switch shall be provided from an approved vendor.
- **Malfunction Management Unit (MMU):** The cabinet shall include a 16 Channel, LCD display, IP addressable (Ethernet) MMU. The MMU shall be connected to the Ethernet switch with a CAT 5e cable and configured for proper communication.
- **Door Alarm:** The front and rear doors shall be equipped with switches wired to the traffic signal controller alarm 1 input for logging and reporting of a door open condition.
- **Photocell:** Photocell shall be rated 105-305V, turn on at 1.5 fcs. with a 3-5 second delay and shall operate a contactor sized for the signs and lights shown on the plans. The photocell shall be installed under the front lip of the cabinet in a drilled hole. A manufacturer's warranty of six years shall be provided for the photocell. Photocell power consumption shall be no greater than 1 watt at 120V. The photocell and contactor shall be wired to operate all internally illuminated street name signs and combination street lights at the intersection. The photocell and contactor shall be wired so that the fixtures are not operational when the signal operates under battery or generator power. The photocell and contactor shall be configured so that light fixtures and signs will be energized if the photocell fails.

Basis of Payment: This item will be paid for at the Contract unit price per each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL. The unit price shall include all equipment, materials and labor required to furnish and install the cabinet and controller, complete with necessary connections and equipment for proper operation.

UNINTERRUPTABLE POWER SUPPLY, SPECIAL

Effective: January 1, 2013 Revised: May 19, 2016 862.01TS

This work shall be in accordance with section 862 of the Standard Specification except as modified herein

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 6 (six) 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, SPECIAL.

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, and 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 an 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 shall be provided and be in accordance with Articles 424 and 202 of the Standard Specifications. The concrete apron shall also, follow the District 1 Standard Traffic Signal Design Detail, Type D for Ground Mounted Controller Cabinet and UPS Battery Cabinet.

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 load. The UPS must be able to maintain the intersection's normal operating load plus 20 percent (20%) of the intersection's normal operating load. When installed at a railroad-interconnected intersection the UPS must maintain the railroad pre-emption load, plus 20 percent (20%) of the railroad preemption-operating load. The total connected traffic signal load shall not exceed the published ratings for the UPS.

The UPS shall provide a minimum of 6 (six) 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, luminaires, 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 $^{\circ}$ F (-25 to + 71 $^{\circ}$ C) for gel cell batteries and -40 to 140 $^{\circ}$ F (-40 to + 60 $^{\circ}$ 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 6 (six) 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 (DUDOT)

Revised: DC871.01

Description: This work shall consist of furnishing and installing all accessories required and fiber optic cable of the type, size, and number of fibers specified.

Materials: The Fiber Optic Cable shall meet the requirements of Article 1076.02 of the "Standard Specifications" and the following:

The Fiber Optic Cable may be gel filled or have an approved water blocking tape.

General: This work shall be performed according to Section 871 of the "Standard Specifications" and the following:

This work shall consist of furnishing and installing fiber optic cable in conduit with all accessories and connectors. The cable shall be of the type, size, and the number of fibers specified with a maximum of twelve fibers per buffer tube. The work includes making all fiber splices and terminations to the proposed fiber optic cable as indicated on the plans and/or as directed by the Traffic Engineer.

The distribution enclosure shall be wall-mountable with capacity for four closet connector housing panels per enclosure and up to eight 0.2-inch or four 0.4-inch reduced length splice trays. The enclosure dimensions shall not exceed 13.5" x 8.5" x 4.5". The enclosure shall be capable of accommodating the required number of fibers. The distribution enclosure shall be included in the cost of FIBER OPTIC CABLE of the type, size, and number of fibers specified, including connections to any existing cables.

All fibers being terminated shall be connected to the distribution enclosure and labeled at the connector and also at the enclosure bulkhead. The label shall include the direction and also the fiber number (e.g. S1, S2, N11, N12).

All splices and terminations on the installed fiber optic cable shall be included in the cost of the fiber optic cable, including the splicing of the installed fiber optic cable to any existing fiber optic cable. Splice trays and connector bulkheads required for the installed fiber optic cable shall be included in the cost of FIBER OPTIC CABLE of the type, size, and number of fibers specified.

All terminations and splices required only on existing fiber optic cable shall be paid for separately according to the pay item TERMINATE FIBER IN CABINET or SPLICE FIBER IN CABINET.

A minimum of 13 feet of slack cable shall be provided for the controller cabinet. The controller cabinet slack cable shall be stored as directed by the Traffic Engineer.

The quality of the fiber optic cable, including all splices and terminations, shall be verified by testing and documentation according to Article 801.13(d) of the "Standard Specifications", to the satisfaction of the Traffic Engineer.

<u>Multimode:</u> When multimode fiber is required, the Contractor shall coordinate with the traffic signal controller vendor/equipment supplier and shall terminate as many multimode fibers as are necessary to establish proper communications over the serial communications protocol between new and/or existing signal controllers and/or video transmission equipment. In addition, the Contractor shall terminate four unused multimode fibers and attach them to the distribution enclosure. All multimode terminations shall be ST compatible connectors with ceramic ferrules.

<u>Singlemode:</u> The Contractor shall splice and/or terminate the number of singlemode fibers shown on the project plans, if any, according to the following requirements:

<u>Singlemode Fiber Terminations:</u> All singlemode fiber terminations shall utilize prefabricated, factory-terminated (SC compatible with ceramic ferrules) pigtails fusion spliced to bare fibers. The pre-fabricated pigtails shall have all of their fibers color coded to match the singlemode fibers in the fiber optic cable. Connector bulkheads shall be the proper type for the fiber enclosure at the location, and shall be properly secured to the enclosure.

<u>Singlemode Fiber Splices:</u> All splices shall be made using a fusion splicer that automatically positions the fibers using a system of light injection and detection. The Contractor shall provide all equipment and consumable supplies.

Splices shall be secured in fiber optic splice trays within fiber optic distribution enclosures. All fusion splices shall be secured on aluminum splice trays capable of accommodating the required number of fusion splices, including necessary splice holders and a compatible splice tray cover. The tray dimensions shall not exceed 7.5" x 4.1" x 0.45" and shall be mounted within the enclosure using suitable hardware that allows removal for maintenance purposes without the use of tools. All individual splice trays shall be labelled.

All optical fibers shall be spliced to provide continuous runs. Splices shall only be allowed in equipment cabinets except where otherwise shown on the plans.

Basis of Payment: The work shall be paid for at the contract unit price per foot for FIBER OPTIC CABLE of the type, size, and number of fibers specified. The unit price shall include distribution enclosure(s), all connectors, pigtails, splice trays, connector bulkheads, testing and documentation, and the required number of fiber splices and terminations shown on the plans. Additional fiber terminations and/or splices required by the Traffic Engineer, (not included in this item), shall be paid for as TERMINATE FIBER IN CABINET and/or SPLICE FIBER IN CABINET.

ELECTRIC CABLE (DUDOT)

Revised: January 1, 2021 DC873.01

Description: This work shall consist of furnishing and installing an electric cable of the type, size and number of conductors specified.

Materials: The electric cable shall meet the requirements of Article 1076.04 of the "Standard Specifications" and the following:

- Signal Cable: The conductors for signal cable shall be limited to No. 14 AWG solid copper.
- Service Cable: The service cable may be either single or multiple conductor cable.
- The electric service cable and grounding cable shall have an XLP jacket.
- All other cable jackets shall be polyvinyl chloride, meeting the requirements of IMSA 19-1 or IMSA 20-1.
- The jacket color for signal cable shall be black.
- The jacket color for lead-in and communications cable shall be gray.
- All cabling between the signal cabinet and the signal heads shall signal cable.
- Heat shrink splices shall be used according to the District 1 "Standard Traffic Signal Design Details" as shown on the plans.

General: This work shall be performed according to Section 873 of the "Standard Specifications".

Method of Measurement: Electric Cable will be measured for payment in feet according to Article 873.05 of the "Standard Specifications".

Basis of Payment: This work will be paid for at the contract unit price per foot for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size and number of conductors or pairs specified, including ELECTRIC CABLE IN CONDUIT, STREET NAME SIGN, NO. 14 3C, TYPE SOOW.

OUTDOOR RATED NETWORK CABLE (DUDOT)

Revised: DC873.02

Description: This work shall consist of furnishing and installing a network cable from the traffic signal cabinet to the associated field device as shown on the plans.

Materials: The outdoor rated network cable shall be a black Category 5e cable, meeting the TIA/EIA 568-B.2 telecommunication standards. The cable shall be composed of 24 AWG solid bare copper conductors, twisted pairs, polyolefin insulation, inner LLPE jacket, overall shield (100% coverage), 24 AWG stranded TC drain wire, industrial grade sunlight- and oil-resistant LLPE jacket. The cable shall be capable of performing from -40 °F to 160 °F.

Each end of the cable shall be terminated with an RJ-45 connector installed according to the TIA/EIA 568B standard. The drain wire at the cabinet end shall be terminated with a ring lug and attached to a suitable ground point. When the manufacturer's recommended installation differs from these requirements, the Contractor must notify the Engineer and provide documentation of the deviation for DUDOT review and approval prior to installation.

General: The work shall be performed according to the applicable portions of Section 873 of the "Standard Specifications", and details as shown on the plans and the following:

No splices shall be allowed in the cable between the field device and the traffic signal cabinet.

Basis of Payment: This work will be paid for at the contract unit price per foot for OUTDOOR RATED NETWORK CABLE. The unit price shall include all equipment, materials and labor required to furnish and install the cable, and making all connections necessary for proper operation. The unit price shall also include furnishing and installing the RJ-45 connectors, ring terminals and grounding the cable.

EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C

Effective: January 1, 2013 Revised: July 1, 2015 873.03TS

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 vendor 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: July 14, 2021 875.01TS

Revise Article 1077.01 (c) of the Standard Specifications to read:

(c) Anchor Rods. The anchor rods shall be a minimum of 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the

threaded end shall be galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.

Revise the first sentence of Article 1077.01 (d) of the Standard Specifications to read:

All posts shall be steel and bases shall be cast iron. All posts and bases shall be hot dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

PEDESTRIAN SIGNAL POST

Effective: January 1, 2020 875.02TS

Description.

This work shall consist of furnishing and installing a metal pedestrian signal post. All installations shall meet the requirements of the "District One Standard Traffic Signal Design Details".

Materials.

- a. General. The pedestrian signal post shall be designed to support the traffic signal loading shown on the plans. The design and fabrication shall be according to the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO.
- b. Post. The post shall be made of steel or aluminum and have an outside diameter of 4 1/2 in. The post shall be threaded for assembly to the base. Aluminum posts shall be according to the specifications for Schedule 80 aluminum pipe. Steel posts shall be according to the specifications for Schedule 40 steel pipe.
- c. Base. The base of a steel post shall be cast iron. The base of an aluminum post shall be aluminum. The base shall be threaded for the attachment to the threaded post. The base shall be approximately 10 in. high and 6 3/4 in. square at the bottom. The bottom of the base shall be designed to accept four 5/8 in. diameter anchor rods evenly spaced in a 6 in. diameter circle. The base shall be true to pattern, with sharp clean cutting ornamentation, and equipped with access doors for cable handling. The door shall be fastened to the base with stainless steel screws. A grounding lug shall be provided inside the base.
- d. Anchor Rods. The anchor rods shall be 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the threaded end shall be galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.

The aluminum post and base shall be drilled at the third points around the diameter and 1/4 in. by 2 in. stainless steel bolts shall be inserted to prevent the post from turning and wobbling.

e. Finish. The steel post, steel post cap and the cast iron base shall be hot-dipped galvanized according to AASHTO M 111. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions. If the post and the base are threaded after the galvanization, the bare exposed metal shall be immediately cleaned to remove all cutting solvents and oils, and then spray painted with two coats of an approved galvanized paint.

The aluminum post shall have a natural finish, 100 grit or finer.

Installation.

The pedestrian signal post shall be erected plumb, securely bolted to a concrete foundation, and grounded to a ground rod according to the details shown on the plans. No more than 3/4 in. of the post threads shall protrude above the base.

A post cap shall be furnished and installed on the top of the post. The post cap shall match the material of the post. The Contractor shall apply an anti-seize paste compound on all nuts and bolts prior to assembly.

Prior to the assembly, the Contractor shall apply two additional coats of galvanized paint on the threads of the post and the base. The Contractor shall use a fabric post tightener to screw the post to the base.

Basis of Payment.

This work will be paid for at the contract unit price per each for PEDESTRIAN SIGNAL POST, of the length specified.

STEEL MAST ARM ASSEMBLY AND POLE (DUDOT)

STEEL COMBINATION MAST ARM ASSEMBLY AND POLE (DUDOT)

Revised: DC877.02

Description: This work shall consist of furnishing and installing a steel mast arm assembly and pole or steel combination mast arm assembly and pole at locations shown on the plans and/or as directed by the Traffic Engineer.

Materials: All mast arms, mast arm poles, luminaire arms, cast iron bases, and any exposed steel hardware shall be hot-dipped galvanized.

Revise the second sentence of Article 1077.03 (a)(3) of the Standard Specifications to read:

Traffic signal mast arms shall be one-piece construction, unless otherwise approved by the Traffic Engineer.

General: This work shall be performed according to Section 877 of the "Standard Specifications" and the following:

All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent the chafing of wires.

Luminaire arms shall be steel, 20 feet in length, unless stated otherwise on the plans, tapered, monotube style, with AASHTO 2001 wrap-around, gusset style connection.

Luminaires shall be "cobra head" style, with a minimum mounting height of 45 feet, unless stated otherwise on the plans, and shall be paid for separately.

Stainless steel mesh screening shall be stainless steel banded to the anchor bolts, with a minimum 2-inch lap, to enclose the void between the top of the foundation and the base plate. The mesh screening shall have ¹/₄-inch maximum opening and a minimum wire diameter of AWG NO. 16. The screening shall not be installed until the Traffic Engineer has inspected the leveling nuts at the Traffic Signal "Turn-On".

The base of the mast arm pole shall be protected by a bolt-on galvanized metal shroud. The shroud shall be of sufficient strength to deter pedestrian and vehicular damage. The shroud shall be constructed and designed to allow air to circulate throughout the mast arm but not allow infestation of insects or other animals, and such that it is not hazardous to probing fingers and feet. All mounting hardware shall be stainless steel.

Add the following to Article 1077.03 (a)(3) of the Standard Specifications:

If the Division of Transportation approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with 851.01TS TRAFFIC SIGNAL PAINTING Special Provisions.

Basis of Payment: This work will be paid for at the contract unit price per each for STEEL MAST ARM ASSEMBLY AND POLE (SPECIAL) or STEEL COMBINATION MAST ARM ASSEMBLY AND POLE (SPECIAL), of the signal arm length specified.

CONCRETE FOUNDATION (DUDOT)

Revised: November 1, 2021 DC878.01

Description: This work shall consist of constructing a concrete foundation for a traffic signal post, controller base, or mast arm at locations shown on the plans and/or as directed by the Traffic Engineer.

General: This work shall be performed according to Section 878 of the "Standard Specifications" and the following:

All anchor bolts shall be according to Article 1006.09 of the "Standard Specifications", except all anchor bolts shall be hot dipped galvanized the full length of the anchor bolt including the hook.

No foundation is to be poured until the Engineer observes the depth of the excavation and the forms. Foundations shall be round in shape and constructed to a diameter stated herein and in the highway standards. No smaller diameter shall be allowed unless prior approval is granted by the Traffic Engineer.

Concrete Foundations, Type A for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the District 1 "Standard Traffic Signal Design Details" as shown on the plans. All Type A foundations shall be a minimum of 48 inches deep. Type A foundations for traffic signal posts and electrical service installations shall be constructed with 24 inch diameter, unless a different diameter is indicated in the plans.

Concrete Foundations, Type A, 12-inch diameter are to be installed for pedestrian signal posts when indicated in the plans, or as directed by the Engineer.

Concrete Foundations, Type C (Special) for Traffic Signal Cabinets with Uninterruptable Power Supply (UPS / Battery Back-Up) cabinet installations shall constructed be according to the latest version of IDOT Standard 878001, except as modified herein. The constructed foundation shall be a minimum of 48 inches long by 31 inches wide, and shall have a minimum depth of 48 inches. An integral concrete pad foundation for the UPS cabinet shall be constructed a minimum of 31 inches long by 20 inches wide by 10 inches deep. The UPS cabinet pad foundation shall be integral to the side of the signal cabinet foundation, and shall be constructed on the same side as the signal cabinet power panel. Anchor bolts shall be provided and spaced according to the cabinet manufacturer's specifications. The conduits shall be the number and size as shown in the plans and placed at minimum depth of 30 inches. An L-Shaped concrete apron shall be constructed along the entire front of the UPS cabinet foundation. This concrete apron shall be a minimum of 36 inches wide by five inches deep. Perpendicular grooves shall be installed in each direction in the concrete apron according to Article 424.06 of the "Standard Specifications", beginning at the interior corner of the L shaped apron.

Concrete Foundations, Type D for Traffic Signal Cabinets shall be constructed according to the latest version of IDOT Standard 878001, except as modified herein. The constructed foundation shall be a minimum of 48 inches long by 31 inches wide, and shall have a minimum depth of 48 inches. Anchor bolts shall be provided and spaced according to the cabinet manufacturer's specifications. The conduits shall be the number and size as shown in the plans and placed at minimum depth of 30 inches. The concrete apron at the signal cabinet shall be constructed a minimum of 36 inches wide by 48 inches long by five inches deep.

Concrete Foundations, Type E for Mast Arm and Combination Mast Arm Poles shall be constructed according to the latest version of IDOT Standard 878001. The foundation shall be 15 feet deep, except when deeper foundations are called for in IDOT Standard 878001 or in the plans. Shorter foundation depths, will not be accepted, even when indicated in the plans.

The Engineer shall approve the foundation excavation prior to placing any concrete.

Basis of Payment: This work will be paid for at the contract unit price per foot of depth for CONCRETE FOUNDATION, of the type specified.

LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD

Effective: May 22, 2002 Revised: July 1, 2015 880.01TS

Materials.

Add the following to Section 1078 of the Standard Specifications:

- 1. 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 vendors and new models from IDOT District One approved vendors.
- 2. 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 vendor'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 vendor'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 vendor and not be a cost to this contract.
- 3. All signal 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 signals 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.
- 4. 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 <u>7 years</u> from the date of traffic signal TURN-ON. 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 <u>7 years</u> of the date of traffic signal TURN-ON shall be replaced or repaired. The vendor's written warranty for the LED signal modules shall be dated, signed by a vendor's representative 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
 - 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.
 - 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
 - 4. The LEDs utilized in the modules shall be AlInGaP technology for red and InGaN for green and amber 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
 - 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.

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 removal of the existing module, 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: July 1, 2015 881.01TS

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 glossy yellow or black polycarbonate housings. All pedestrian head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all 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.

(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. 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.

5. If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.

6. The next cycle, following the preemption event, shall use the correct, initially programmed values.

7. 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.

8. The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.

9. The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.

10. 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.

11. 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.

12. In the event of a power outage, light output from the LED modules shall cease instantaneously.

13. 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.

14. 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.

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: July 1, 2021 882.01TS

Delete 1st sentence of Article 1078.03 of the Standard Specifications and add "All backplates shall be louvered, formed ABS plastic or composite aluminum".

Delete first sentence of the second paragraph of Article 1078.03 of the Standard Specifications and add "The backplate shall be composed of one or two piece.

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 vendor's

recommendations. The retroreflective sheeting shall be installed under a controlled environment at the vendor/equipment supplier before shipment to the contractor. The formed plastic backplate shall be prepared and cleaned, following recommendations of the retroreflective sheeting manufacturer.

EMERGENCY VEHICLE PRIORITY SYSTEM

Effective: May 22, 2002 Revised: July 1, 2015 887.01TS

Revise Section 887 of the Standard Specifications to read:

It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle pre-emption 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 new installations shall be equipped with Confirmation Beacons as shown on the "District One Standard Traffic Signal Design Details." The Confirmation Beacon shall consist of a 6 watt Par 38 LED flood lamp with a 30 degree light spread, or a 7 watt Par 30 LED flood lamp with a 15 degree or greater spread, maximum 7 watt energy consumption at 120V, and a 2,000 hour warranty for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the pre-emption signal. The pre-emption movement shall be signalized by a flashing indication at the rate specified by Section 4L.01 of the "Manual on Uniform Traffic Control Devices," and other applicable sections of future editions. The stopped pre-empted movements shall be signalized by a continuous indication.

All light operated systems shall include security and transit preemption software and 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.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the EMERGENCY VEHICLE PRIORITY SYSTEM.

Basis of Payment.

The work shall be paid for at the contract unit price each for furnishing and installing LIGHT DETECTOR and LIGHT DETECTOR AMPLIFIER. Furnishing and installing the confirmation beacon shall be included in the cost of the Light Detector. Any required modifications to the traffic signal controller shall be included in the cost of the LIGHT DETECTOR AMPLIFIER. The preemption detector amplifier shall be paid for on a basis of (1) one each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

ACCESSIBLE PEDESTRIAN SIGNALS (DUDOT)

Revised: DC888.02

Description: This work shall consist of furnishing and installing pedestrian push button accessible pedestrian signals (APS) type. Each APS shall consist of an interactive vibrotactile pedestrian pushbutton with speaker, an informational sign, a light emitting diode (LED) indicator light, a solid state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 888 of the Standard Specifications, except as modified herein.

Electrical Requirements: The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160 °F (-34 to +70 °C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

Audible Indications: A pushbutton locator tone shall sound at each pushbutton with volume settings a maximum of 5 dBA louder than ambient sound.

Buttons shall be programmed to generate an audible walk indication with a speech walk message regardless of their placement. All buttons shall also be capable of producing a user-selectable audible percussive tone, repeating at 8 to 10 ticks per second with a dominant frequency of 880 Hz.

A clear, verbal message shall be used to communicate the pedestrian walk interval. This message shall sound throughout the WALK interval only. The verbal message shall be modeled after: "Street Name." Walk Sign is on to cross "Street Name." No other messages shall be used to denote the WALK interval.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound.

Pedestrian Pushbutton Requirements: Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N). Mounting shall be according to the MUTCD.

A red LED indicator shall be located on or near the pushbutton which, when activated, acknowledges the pedestrian's request to cross the street. The recorded messages and roadway designations shall be confirmed with the engineer and included with submitted product data.

<u>Signage.</u> The MUTCD sign R10-3e shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton.

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<u>Tactile Arrow.</u> A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided either on the pushbutton or its sign.

<u>Vibrotactile Feature.</u> The pushbutton shall pulse when depressed and shall vibrate continuously throughout the WALK interval.

<u>Training.</u> The Contractor shall provide APS onsite training for Agency personnel and person(s) or group that requested the installation of the APS. APS features and operation shall be demonstrated during the training. The training shall be presented by the APS equipment supplier. Time, date, and location of the training and demonstration shall be coordinated with the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for a pedestrian push button, ACCESSIBLE PEDESTRIAN SIGNALS type and shall include furnishing, installation, mounting hardware, message programming, and training.

TEMPORARY TRAFFIC SIGNAL INSTALLATION

Effective: May 22, 2002 Revised: January 1, 2017 890.01TS

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 controller equipment supplier will be allowed to assemble temporary traffic signal and railroad traffic signal cabinet. Traffic signal inspection and TURN-ON shall be according to 800.01TS TRAFFIC SIGNAL GENERAL REQUIREMENTS special provision.

Construction Requirements.

- (a) Controllers.
 - 1. Only controllers supplied by one of the District approved closed loop equipment supplier 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 and as modified herein.
 - 2. Only control equipment, including controller cabinet and peripheral equipment, supplied by one of the District approved closed loop equipment suppliers 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 the latest version software installed at the time of the signal TURN-ON.
- (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 806.01TS GROUNDING OF TRAFFIC SIGNAL SYSTEMS special provision.
- (d) Traffic Signal Heads. All traffic signal sections shall be 12 inches (300 mm). Pedestrian signal sections shall be 16 inch (406mm) x 18 inch (457mm). 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 crossing. 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 or shall be as directed by the engineer. 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, including any required fiber splices and terminations, shall be installed into the temporary controller cabinet as per the notes or details on the All labor and equipment required to install and maintain the existing plans. interconnect as part of the Temporary Traffic Signal Installation shall be included in the cost of TEMPORARY TRAFFIC SIGNAL INSTALLATION. When shown in the plans, temporary traffic signal interconnect equipment shall be furnished and The temporary traffic signal interconnect shall maintain interconnect installed. 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. The radio interconnect system shall be compatible with Eagle or Econolite controller closed loop systems. This work shall include all temporary wireless interconnect components, at the adjacent existing traffic signal(s) to provide a completely operational closed loop system. This work 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 Yagi 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 the cost of TEMPORARY TRAFFIC SIGNAL INSTALLATION.

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 or existing 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 vendors recommendations.

- (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 Engineer. 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 sensor or video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. An equipment supplier shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection system. An

in-cabinet 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 shall be according to the applicable portions of Section 862 of the Standard Specifications and as modified in 862.01TS UNITERRUPTABLE POWER SUPPLY, SPECIAL Special Provision.
- (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. If Illuminated Street Name Signs exist they shall be taken down and stored by the contractor and reflecting street name signs shall be installed on the temporary traffic signal installation.
- (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 Specifications and 850.01TS MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION Special Provisions. 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, Special Provisions 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. The controller and cabinet shall be NEMA type designed for NEMA TS2 Type 1 operation. Controller and LED signal displays shall meet the applicable Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION special provision.
 - 2. Work shall be according to Article 701.18(b) of the Standard Specifications except as noted herein.
 - 3. 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 non-operating equipment according to Article 701.11.

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, temporary fiber optic interconnect system, all material required, the installation and complete removal of the temporary traffic signal, and any changes required by the Engineer. Each intersection will be paid for separately.

TEMPORARY TRAFFIC SIGNAL TIMING

Effective: May 22, 2002 Revised: July 1, 2015 890.02TS

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.
- (b) Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (c) Consultant shall provide monthly observation of traffic signal operations in the field.
- (d) 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.
- (e) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.

(f) Return original timing plan once construction is complete.

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 and/or detour.

VEHICLE DETECTION SYSTEM, SPECIAL (DUDOT)

VEHICLE DETECTION SYSTEM, SPECIAL SINGLE, APPROACH (DUDOT)

Revised: March 17, 2021 DC801.04

Description: This work shall consist of furnishing and installing a system that monitors vehicles on a roadway utilizing non-intrusive technologies and that provides detector outputs to a traffic signal controller. This work shall consist of furnishing and installing video cameras, radar units, cables, detector processors, a controller interface unit, and a remote communication module to operate the vehicle detection system at one signalized intersection or on one approach of a signalized intersection as indicated.

Materials: The Vehicle Detection System, Special shall be one of the following systems:

- Autoscope Vision
- Iteris Vantage Next
- Wavetronix SmartSensor Series

All the cables from the detection camera(s) or radar unit(s) to the traffic signal cabinet and within the traffic signal cabinet itself shall be included in the cost of this item.

When a video-based system is installed, the Vehicle Detection System, Special shall also include a LCD monitor in the traffic signal cabinet with HDMI connector for video input. This applies for full intersection and signal approach installations. Surge protection and grounding shall be provided to protect the detection units and any related components located in the traffic signal cabinet.

When detection symbols, detector mounting locations, cables, and quantities are shown in the plan, those are intended to be representative only, and they may not reflect the specific requirements of all the approved systems. The Contractor shall be solely responsible for confirming the exact distances based on the detection zones and the manufacturer's recommended mounting locations prior to procuring the materials.

The system shall have Ethernet capability, with anonymous FTP capabilities disabled by the vendor/equipment supplier or provide a feature for the user to disable the functionality through the standard internal menu.

General: The detection system shall be capable of detecting vehicles within the detection zones shown on the plans, including stopped vehicles, and vehicles entering from driveways, parking areas, or side streets adjacent to the detection zone. At the time catalog cuts are submitted, the Contractor shall provide an exhibit prepared by the vendor/equipment supplier showing the proposed location and mounting of the detector unit(s) to achieve the required detection, including the proposed cabling requirements of the particular detection system proposed.

The as-built plans shall indicate the type and location of the detector units and cables installed under this pay item.

Installation: When a video-based system is installed, the video detection units shall be installed at the highest available location that meets the manufacturer's recommendations. Radar detection units shall be installed at mast arm height, unless a different location is recommended by the manufacturer. If an alternate mounting height is proposed, the Contractor shall provide a written explanation of the need for the deviation. The Contractor shall take care to ensure that the proposed mounting locations do not result in obstructed detection fields or views due to overhead utility wires or other existing features at the intersection.

All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent the chafing of wires.

If the detection system is installed in a traffic signal cabinet with a network switch (Layer II or Layer III), it shall be capable of communicating over 10/100 Base T Ethernet and shall be connected to the switch with an Ethernet patch cable. The Contractor shall be responsible for programming the network settings and other parameters to establish operations within the County network. Except where indicated otherwise in the special provisions or plans, DUDOT will provide the IP address upon request.

Basis of Payment: This item will be paid for at the contract unit price per each for VEHICLE DETECTION SYSTEM, SPECIAL or VEHICLE DETECTION SYSTEM, SPECIAL, SINGLE APPROACH. The unit price shall include all associated equipment, hardware, cables, materials and labor required to install the system at one signalized intersection or one signalized approach as indicated and place it into operation to the satisfaction of the Traffic Engineer. If required, the cost of the J-hook(s), riser(s), and/or other supplemental support hardware shall be included in the cost of VEHICLE DETECTION SYSTEM, SPECIAL or VEHICLE DETECTION SYSTEM, SPECIAL, SINGLE APPROACH. If required, the LAYER II (DATALINK) SWITCH and/or the LAYER III (NETWORK) SWITCH will be paid for separately.

RELOCATE EXISTING REMOTE-CONTROLLED VIDEO SYSTEM (DUDOT)

Revised: DC801.07

Description: This work shall consist of the removal, storage, and relocation of an existing remotecontrolled video system (PTZ camera and related hardware, including a camera mounting assembly when in use) from one field location (traffic signal installation, light pole, etc.) to another location.

General: The remote-controlled video system shall be removed and relocated as shown on the plans and/or as directed by the Traffic Engineer. The system will be placed into proper operations at the location to the satisfaction of the Traffic Engineer. Any damage sustained by the remote-controlled video system during the removal, storage, transport, and/or reinstallation operations shall be repaired or replaced in kind to the satisfaction of the Traffic Engineer at the Contractor's expense.

The Contractor shall be responsible for programming the network settings and other parameters to establish operations within the County network. Except where indicated otherwise in the special provisions or plans, DUDOT will provide the IP address upon request.

All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent the chafing of wires.

All vacated holes remaining in existing mast arms, luminaires, and light poles, shall be plugged with a kneadable, two-part epoxy putty. The putty shall cure in two hours or less and, when dried, the putty shall be sandable and paintable. It shall be capable of withstanding up to 500 degree Fahrenheit temperatures, with minimum tensile strength of 6000 psi and compressive strength of 18 psi. Products that include asbestos are prohibited.

The epoxy putty shall be applied to each vacated hole according to manufacturer's recommendations. The putty shall be shaped and smoothed, and excess putty shall be removed before it hardens. After the putty is fully hardened, it shall be sanded, cleaned, and painted to match the traffic signal post or mast arm.

Basis of Payment: This item will be paid for at the contract unit price per each for RELOCATE EXISTING REMOTE-CONTROLLED VIDEO SYSTEM. The unit price shall include all equipment, materials and labor required to disconnect the existing remote-controlled video system including the camera mounting assembly, when in use; package and store it; transport it; apply epoxy putty, install the complete system in the new location; and place it in operation to the satisfaction of the Traffic Engineer.

RELOCATE SWITCH (DUDOT)

Revised: December 18, 2019 DC801.08

Description: This work shall consist of the removal, storage, and relocation of an existing unmanaged switch (media converter), Layer II switch, or Layer III switch, and associated power supply, from one field location (traffic signal cabinet, ITS cabinet, building, etc.) to another proposed location as shown on the plans.

General: The switch shall be removed and relocated as shown on the plans and/or as directed by the Traffic Engineer. Any damage sustained by the equipment during the removal, storage, transport, and/or reinstallation operations shall be repaired or replaced in kind to the satisfaction of the Traffic Engineer at the Contractor's expense.

If the switch requires reprogramming in order to properly communicate at its new location within the DuPage County Ethernet Network, the programming work will be completed by the County's Network Integration Consultant and paid for as PROGRAM ITS EQUIPMENT.

Basis of Payment: This item will be paid for at the Contract unit price each for RELOCATE SWITCH. The unit price shall include all equipment, materials and labor required to disconnect the existing switch; package and store it; transport it; install the switch in the new location; and in operation to the satisfaction of the Traffic Engineer. The unit price shall also include the all equipment, materials and labor required to disconnect the existing switch power supply and all fiber optic jumper cables; package and store them; transport them; install the power supply and all fiber optic jumper cables necessary for proper operation in the new location; and place in operation to the satisfaction of the Traffic Engineer. If programming is required due to allow proper communication due to proposed location, that work will be paid for as PROGRAM ITS EQUIPMENT.

ELECTRIC METER (DUDOT)

Revised: DC805.02

Description: This work shall consist of furnishing a ringless meter socket meeting the requirements of the power company. The meter socket shall be installed on the side of the existing traffic signal controller cabinet, opposite of the UPS side of the cabinet in accordance with the details provided in the plans at existing unmetered traffic signal locations, or as directed by the engineer.

Materials: The meter socket shall meet the following requirements:

- CECHA Approved
- Single Position
- Number of Jaws = 4 Terminal
- Voltage rating of 600 Volts Alternating Current

• Amperage rating of 200 Continuous Ampere

Basis of Payment: This item will be paid for at the contract unit price per each for ELECTRIC METER. The unit price shall include all equipment, materials, and labor required to furnish, and install the electric meter socket and related hardware components.

ROADWAY LUMINAIRES, LED

Revised: DC821.01

This item shall consist of furnishing and installing a LED luminaire of the type and mounting shown on the plans, and all required hardware as specified herein. The materials and work for this item shall comply with Section 821 of the Standard Specification, the LED REQUIREMENTS special provision in this Contract, and the following.

General.

The luminaires must be on the **Design Lights Consortium list** (https://www.designlights.org). Submittal drawings shall be supplied and approved by the Traffic Engineer prior to ordering. In addition to this special provision, the work shall be done in accordance with Section 821 of the Standard Specifications.

The lighting unit including the housing, driver and optical assembly shall be assembled in the U.S.A. The lighting unit shall be assembled by and manufactured by the same manufacturer. The luminaire shall be in compliance with ANSI C136.37. LED light source(s) and driver(s) shall be RoHS compliant.

A "slow blow" type fuse meeting the manufacturer's requirements for the luminaire shall be included. Installation will be in existing fuse kit assembly located at the base of the pole.

Material.

The luminaire shall be a single device not requiring on-site assembly for installation. The power supply for the luminaire shall be integral to the unit.

Finish. The fixture finish shall be gray. Painted luminaire surfaces exposed to the environment shall exceed a rating of six, according to ASTM D1654, after 1000 hours of ASTM B117 testing. The coating shall exhibit no greater than 30% reduction of gloss, according to ASTM D523, after 500 hours of ASTM G154 Cycle 6 QUV® accelerated weathering testing. Finished luminaire surfaces shall comply with ASTM D4329-05, SAE J576, UL746 and meet product composition as specified by BMC A50-XHS-U

165W Luminaire: The 165W luminaire shall meet the following requirements.

- The maximum wattage for the luminaire shall be 165W.
- The optical assembly shall utilize high brightness, long life, minimum 70 CRI, 4,000K color temperature (+/-300K) LEDs binned in accordance with ANSI C78.377.
- Lumen depreciation at 50,000 hours of operation shall not exceed 15% of initial lumen output at the specified LED drive current and an ambient temperature of 25° C.

- Lenses shall be UV-stabilized acrylic or glass.
- Lamp shall produce a minimum of 18,000 Lumens
- Fixture size shall be a maximum of 27" x 15" x 5".
- BUG Rating shall be B3 U0 G3

The luminaire shall mount on 1.25" (32mm) IP, 1.66" (42mm) O.D. or 2" (51mm) IP, 2.375" (60mm) O.D. horizontal tenon (minimum 8" [203mm] in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)

The housing shall be designed to prevent the accumulation of water, ice, dirt and debris and to ensure maximum heat dissipation.

The effective projected area of the luminaire shall not exceed 1.6 sq. ft.

The total weight of the luminaire(s) and accessories shall not exceed 75 pounds.

A passive cooling method with no moving, rotating parts, or liquids shall be employed for heat management.

The luminaire shall include a fully prewired, 7-pin twist lock ANSI C136.41-compliant receptacle. Unused pins shall be connected as directed by the Manufacturer and as approved by the Engineer.

Vibration Characteristics. All luminaires shall be vibration tested and pass ANSI C136.31 requirements. Luminaires shall be rated for "3G" peak acceleration.

Labels and Decals. All luminaires shall have labels in accordance with ANSI C136.15 for an external label, and ANSI C136.22 for an internal label.

The luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL) and shall be in compliance with UL 8750 and UL 1598. It shall be identified as such by the NRTL tag/sticker on the inside of the luminaire.

Hardware. All fasteners shall be stainless steel. Captive screws are required on any components that require maintenance after installation.

Internal Luminaire Electrical Connections. Quick connect/disconnect plugs shall be supplied between the discrete electrical components within the luminaire such as the driver, surge protection device and optical assembly for easy removal. The quick connect/disconnect plugs shall be operable without the use of tools while wearing insulated gloves.

The LED fixture shall provide attachment points for future house-side / street side external or internal shielding.

Circuiting shall be designed to minimize the impact of individual LED failures on the operation of the other LED's.

Wiring. Wiring within the electrical enclosure shall be rated at 600v, 105°C or higher.

Driver.

The driver shall be integral to the lighting unit.

Any serviceable plugs shall be keyed and shall be operable without the use of special tools by insulated, gloved hands

The driver shall tolerate indefinite open and short circuit output conditions without damage.

Ingress Protection. The driver Ingress Protection (IP) rating as defined in the ANSI/IEC 60529 standard shall have an IP66 rating.

Input Voltage. The driver shall be suitable for operation over a range of 120 to 277 volts as required by the system operating voltage.

Operating Temperature. The driver shall have an operating ambient temperature range of -40°C to 70°C.

Driver Life. The driver shall provide a life time of 100,000 hours at 25° C ambient.

Safety/UL. The driver shall be UL Listed under standard UL 1012.

Power Factor. Drivers shall maintain a power factor of 0.9 or higher and total harmonic distortion of less than 20%.

Driver efficiency. Efficiency of the driver is defined by the ratio of output power and input power. The driver shall deliver a maximum efficiency of >90% at maximum load and an efficiency of >85% for the driver operating at 50% power.

Electrical Interference. The driver shall meet the Electromagnetic Compatibility (EMC) requirements per FCC Title 47 Code of Federal Regulations (CFR) Part 15 Class A.

Thermal Fold Back. The driver shall reduce the current to the LED module if the driver is overheating due to abnormal conditions.

Dimming. The driver shall have dimming capability. The driver shall accept a dimming control signal that is compliant with the 0-10V protocol in accordance with ANSI C136.37.

Leakage current. The driver shall comply with safety standards in accordance with IEC 61347-1.

The Surge Protection Device shall be UL 1449 labeled as Type 4 and be an integral part of the luminaire. The SPD shall be compliant with ANSI C136.2-2014 (Draft).

Thermal performance.

Thermal Testing shall be provided as defined by ANSI/UL 1598. The luminaire shall start and operate in the ambient temperature range specified in the driver section. The maximum rated

case temperature of the driver, LEDs, and other internal components shall not be exceeded when the lighting unit is operated in the ambient temperature range specified.

Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation. Testing shall be submitted (whenever is available) to show the maximum rated case temperature of the driver, LEDs, and other internal components are not exceeded when the lighting unit is operated with the heat sink filled with debris.

LED Optical Assembly.

The LED optical assembly shall be a scalable array consisting of discrete LED panels or modules. Each panel or module shall have a minimum IP rating of 66.

Luminaires may or may not have a glass lens over the LED modules. If a glass lens is used, it must be a flat lens. Material other than glass will not be acceptable. If a glass lens is not used, the LED modules may not protrude lower than the luminaire housing.

Each luminaire assembly shall have individual serial numbers or other means for manufacturer tracking.

Photometric Performance.

Luminaires shall be tested according to IESNA LM-79. This testing shall be performed by a test laboratory holding accreditation from the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for the IESNA LM-79 test procedure.

Data reports shall, at a minimum, yield an isofootcandle chart, with max candela point and half candela trace indicated, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, spectral distribution plots, chromaticity plots, and other standard report outputs of the above mentioned tests.

Lumen maintenance shall be measured for the LEDs according to LM-80 or for the lighting units according to LM-84. The LM-80 report shall be based on a minimum of 6,000 hours, yet 10,000 hour reports shall be provided for lighting units where those tests have been completed.

The lighting unit shall have a BUG rating of Back Light B3 or less, Up Light rating of U0, and a Glare rating of G3 or less unless otherwise indicated.

Lumen Maintenance Projection.

The lighting unit shall have long term lumen maintenance documented according to IESNA TM-21 or IESNA TM-28. Ambient temperature shall be 25° (degree) C.

Photometric Calculations.

Calculations. Submitted report for luminaires shall include a lighting unit classification system graph with both the recorded lumen value and percent lumens by zone along with the BUG rating according to IESNA TM-15.

Complete point-by-point luminance and veiling luminance calculations as well as listings of all indicated averages and ratios as applicable shall be provided in accordance with IESNA RP-8 recommendations. Lighting calculations shall be performed using AGi32 software with all luminance calculations performed to two decimal places (i.e. x.xx cd/m2). Uniformity ratios shall also be calculated to two decimal places (i.e. x.xx:1). Calculation results shall demonstrate that the submitted luminaire meets the lighting metrics specified in the project Luminaire Performance Table(s). Values shall be rounded to the number of significant digits indicated in the luminaire performance table(s).

All photometry must be **photopic**. Scotopic or mesopic factors will not be allowed.

GIVEN CONDITIONS					
ROADWAY DATA	Sidewalk Width Number of Lanes I.E.S. Surface Classification Q-Zero Value	<u>5 (ft) to 12 (ft)</u> Varies R3 0.10			
LIGHT POLE	Mounting Height Mast Arm Length Pole Set-Back From Back of Curb	Varies 8 to15 (ft) 2 (ft) & Varies			
LUMINAIRE	Lamp Type Lamp Lumens I.E.S. Vertical Distribution I.E.S. Control Of Distribution I.E.S. Lateral Distribution Total Light Loss Factor	LED Per specs Medium Cutoff Type II 0.75			
LAYOUT DATA	Spacing Configuration Luminaire Overhang over edge	Varies Varies of Varies			

LED LUMINAIRE PERFORMANCE TABLE

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 REQUIREMENTS

NOTE: These performance requirements shall be the minimum acceptable standards of photometric

performance for the luminaire, based on the given conditions listed above.

ILLUMINATION	Ave. Horizontal Illumination, EAVE	N/A
	Uniformity Ratio,	N/A
LUMINANCE	Average Luminance, LAVE	0.9
	Uniformity Ratio, LAVE/LMIN	3.0
	Uniformity Ratio, LMAX/LMIN	5.0
Veiling Luminance Ratio, LV/LAVE		0.3

Warranty.

The entire lighting unit, including housing, driver, and all of its component parts shall be covered by a 10 year warranty. Failure is when one or more of the following occur:

- 1) Negligible light output from more than 10 percent of the discrete LEDs.
- 2) Significant moisture that deteriorates performance of the luminaire.
- 3) Driver that continues to operate at a reduced output due to overheating.

The warranty period shall begin on the date of project final acceptance. A copy of the acceptance letter shall be sent to the luminaire manufacturer and luminaire manufacturer's representative by the Contractor upon final acceptance.

When replaced under warranty, the replacement lighting unit shall be the latest comparable model from the same manufacturer with the same photometric distribution as the original.

Installation.

Contractor will install new shorting caps onto luminaires.

Each luminaire shall be installed according to the manufacturer's recommendations.

Luminaires which are pole mounted shall be mounted on site such that poles and arms are not left unloaded. Pole mounted luminaires shall be leveled/adjusted after poles are set and vertically aligned before being energized. When mounted on a tenon, care shall be exercised to assure maximum insertion of the mounting tenon. Each luminaire shall be checked to assure compatibility with the project power system. When the night-time check of the lighting system by the Engineer indicates that any luminaires are mis-aligned, the mis-aligned luminaires shall be corrected at no additional cost.

No luminaire shall be installed before it is approved.

Pole wire shall be extended through the pole, pole grommet, luminaire ring, and any associated arm and tenon. The pole wire shall be terminated in a manner that avoids sharp kinks, pinching, pressure on the insulation, or any other arrangement prone to damaging insulation value and producing poor megger test results. Wires shall be trained away from heat sources within the luminaire. Wires shall be terminated so all strands are extended to the full depth of the terminal lug with the insulation removed far enough so it abuts against the shoulder of the lug, but is not compressed as the lug is tightened.

Each luminaire and optical assembly shall be free of all dirt, smudges, etc. Should the optical assembly require cleaning, a cleaning procedure approved by the luminaire manufacturer shall be used.

Horizontal mount luminaires shall be installed in a level, horizontal plane, with adjustments as needed to insure the optics are set perpendicular to the traveled roadway.

When the pole is bridge mounted, a minimum size stainless steel 1/4-20NC set screw shall be provided to secure the luminaire to the mast arm tenon. A hole shall be drilled and tapped through the tenon and luminaire mounting bracket and then fitted with the screw.

Fuse shall be installed in existing fuse kit according to manufacturer's recommendation.

Basis of Payment: This work will be paid for at the contract unit price per each for LUMINAIRE, of the lamp type, mount type, and wattage specified, or for LUMINAIRE, LED SPECIAL. The unit price shall include all equipment, materials, and labor required to furnish and install new luminaire on the existing arm, including new shorting caps, furnish and install fuse, and place lighting unit into proper operation to the satisfaction of the Traffic Engineer. The photocell in the signal cabinet shall be paid for in FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL or MODIFY EXISTING CONTROLLER CABINET.

LED INTERNALLY ILLUMINATED STREET NAME SIGN (DUDOT)

Revised: January 1, 2021 DC891.01

Description: This work shall consist of furnishing a street name sign which is internally illuminated with light emitting diodes, and installing the sign on a traffic signal mast arm or span wire.

Materials: The LED Street Name Sign shall be one of the following approved models:

- Southern Manufacturing Clean Profile
- Temple Edge-Lit Razor
- Traffic Signs, Inc. ULTRASlim

The Contractor shall furnish the required mounting hardware.

Retroreflective sign sheeting meeting the requirements of ASTM Type XI shall be used for all sign legend and background surfaces.

All exterior metal surfaces of the sign housing shall be powder coated black by the supplier/manufacturer.

The electrical sign components shall be UL Listed and the light emitting diodes shall have a documented life span of 60,000 hours to 70% of the initial brightness. The sign faces shall display a minimum of 400 Lux when measured at any point and the lighting shall be spread evenly across each face of the sign.

The manufacturer shall warranty the entire sign, including all components, for a period of at least five years from the date of installation. The Contractor shall provide a copy of the warranty to the Traffic Engineer upon request.

Installation: The LED Street Name Sign shall be installed as shown on the plans, suspended from the mast arm unless a different mounting is called for, using a mounting bracket compatible with the sign model and manufacture.

All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent the chafing of wires.

The signs shall not be energized when traffic signals are powered by an alternate energy source such as a generator or uninterruptable power source (UPS).

All signs at the intersection shall be activated by a common photocell installed in the controller cabinet.

General: The sign shall be mounted on the mast arm three feet to the right of the furthest right signal head, as viewed by the approaching traffic.

The Manufacturer/Vendor shall supply shop drawings of the fixtures, sign, sign message and mounting hardware for approval. All hardware used to install the sign shall be according to the manufacturer's recommendations.

The electrical cable for the illuminated street name sign will be paid separately using the associated pay item indicated in the plans. The cost of furnishing and installing the cable, and making all electrical connections necessary for proper operations, shall be included in the unit price for the applicable electric cable.

The sign panel detail shown in the plans is for general guidance. The Contractor shall be responsible for ensuring the manufactured sign meets all the functional and visual requirements in the plans, specifications, and special provisions. The sign requires a minimum of 3 inches of blank green background on the right and left edges of the sign face, when viewed in the housing. No additional compensation will be given for adjustments to the sign dimensions to satisfy this requirement.

Basis of Payment: This work will be paid for at the contract unit price per each for LED INTERNALLY ILLUMINATED STREET NAME SIGN, of the size specified. The unit price shall include all associated equipment; hardware; wiring; connections; materials and labor required to furnish and install the sign, and place it in operation to the satisfaction of the Traffic Engineer. The electric cable from the signal cabinet to the sign shall be paid for separately. The photocell in the

signal cabinet shall be paid for in FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL or MODIFY EXISTING CONTROLLER CABINET or related pay item.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT (DUDOT)

Revised: January 1, 2021 DC895.01

Add the following to Article 895.05(a) 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 DuPage County Division of Transportation (DUDOT) shall be delivered by the Contractor to DUDOT. The Contractor shall contact the Traffic Engineer at 630-407-6900 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 one hard copy and one electronic file of a list of equipment that is to remain the property of DUDOT, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the plan sheet or Contract documents 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. DUDOT reserves the right to reject equipment that is not returned according to these requirements. 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 Traffic Engineer 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 DUDOT. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to DUDOT for any reason shall be replaced by the Contractor with new equipment meeting the requirements of these Specifications at no cost to the contract.

For all traffic signal posts or mast arms to remain, all vacated holes remaining in existing posts or mast arms shall be plugged with a kneadable, two-part epoxy putty. The putty shall cure in two hours or less and, when dried, the putty shall be sandable and paintable. It shall be capable of withstanding up to 500 degree Fahrenheit temperatures, with minimum tensile strength of 6000 psi and compressive strength of 18 psi. Products that include asbestos are prohibited.

The epoxy putty shall be applied to each vacated hole according to manufacturer's recommendations. The putty shall be shaped and smoothed, and excess putty shall be removed before it hardens. After the putty is fully hardened, it shall be sanded, cleaned, and painted to match the traffic signal post or mast arm.

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012 Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on 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 separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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 each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is <u>1</u>.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

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LR-107-4 SPECIAL PROVISION FOR INSURANCE

State of Illinois Department of Transportation Bureau of Local Roads and Streets SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

DuPage County Division of Transportation

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

"Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06."

Add the following article to Section 1010 of the Standard Specifications:

"**1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer's designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards."

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017 Revised: April 1, 2019

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Article 108 08(b)(1) or The Contractor has been granted a minim		The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

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

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

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

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents,
Over \$30,000,000	One Engineer, and One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: March 2, 2019

<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.

<u>STATE OBLIGATION</u>. 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 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

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

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

<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-enterprisecertification/il-ucp-directory/index.

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

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

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

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

bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

(c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "<u>DOT.DBE.UP@illinois.gov</u>" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

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

<u>CONTRACT COMPLIANCE</u>. 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 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 be come 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 emailed to the Department at <u>DOT.DBE.UP@illinois.gov</u>.
- (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, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <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) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
(e) <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 Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

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

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

- (f) <u>FINAL PAYMENT</u>. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <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 may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

"(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge,	Maximum Haul Time ^{1/} (minutes)	
°F (°C)	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer."

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017 Revised: April 1, 2019

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

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

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

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975 Revised: September 2, 2021

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 <u>1</u>. In the event the Contractor subcontracts a portion of the contract work, it 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 ensure 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 it employs 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 it 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 or she has successfully completed a training course leading to journeyman status or in which he or she 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 Employment Training Administration 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 than 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 its performance under this Training Special Provision.

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

<u>Method of Measurement</u>. 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.

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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

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

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

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

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

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

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

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

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 60 working days.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. 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 on-the-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-thejob 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 federallyassisted 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 b 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 from the Wage and Hour Division Web site at 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, fringe 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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.