#### If you plan to submit a bid directly to the Department of Transportation

#### PREQUALIFICATION

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

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

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

#### WHO CAN BID ?

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

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

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

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

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or <u>Timothy.Garman@illinois.gov.</u>

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?**: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be
  - required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated any addendum and/or revision prior to submitting their bid. Failure by the bidder to include and addendum or revision could result in a bid being rejected as irregular.

Proposal Submitted By

52

Name

Address

City

# Letting April 23, 2010

# NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

# BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAI (See instructions inside front cover)

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



Springfield, Illinois 62764

Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Route FAU 1397 (St. Charles Road) Project M-ARA-9003(421) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by Printed by authority of the State of Illinois)

#### INSTRUCTIONS

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**WHO CAN BID**?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder <u>must complete and submit Part</u> <u>B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57)</u>.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid" form, he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED**?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806



## PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_\_

Taxpayer Identification Number (Mandatory)

for the improvement identified and advertised for bids in the Invitation for Bids as:

Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Project M-ARA-9003(421) Route FAU 1397 (St. Charles Road) District 1 Construction Funds

- Project consists of HMA pavement removal, pavement patching, leveling binder, HMA surface course, preformed pavement marking, drainage and utility structure repairs and all other incidental items to complete the work on FAU Rte. 1397 (St. Charles Road) from IL Rte. 53 to Grace Street in the village of Lombard.
- 2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

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

			Proposal				Proposal
4	Amount of	of Bid	<u>Guaranty</u>	<u>Am</u>	nount c	of Bid	<u>Guaranty</u>
Up to		\$5,000	\$150	\$2.000.000	to	\$3,000.000	\$100.000
\$5,000	to	\$10,000		\$3,000,000	to	\$5,000,000	
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

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

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

#### Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item

Section No.

County

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

6. COMBINATION BIDS. The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

#### **Schedule of Combination Bids**

Combination		Combination B	lid
No.	Sections Included in Combination	Dollars	Cents

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

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1. EACH PAY ITEM SHOULD HAVE À UNIT PRICE AND A TOTAL PRICE.

- THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. 2 2
- IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE . ო
- 4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

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

#### I. GENERAL

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

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

#### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

#### Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

#### E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

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

#### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

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

#### D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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

#### E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

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

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

#### F. Drug Free Workplace

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

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

#### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

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

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

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

#### NA - FEDERAL

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

#### L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

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

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offer or, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

/\_\_\_/ Company has business operations in Iran as disclosed the attached document.

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

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

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

# The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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

#### TO BE RETURNED WITH BID

#### **IV. DISCLOSURES**

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

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

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

#### C. Disclosure Form Instructions

#### Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

#### **CERTIFICATION STATEMENT**

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

 (Bidding Company)	
Signature of Authorized Representative	Date

#### Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES \_\_\_\_ NO\_\_\_
- Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_\_ NO \_\_\_
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES \_\_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

#### D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

• The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

#### **RETURN WITH BID/OFFER**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

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

#### DISCLOSURE OF FINANCIAL INFORMATION

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$106,447.20 (60% of the Governor's salary as of 3/1/09). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL	. (type or print information)		
NAME:			
ADDRESS			
Type of owne	ership/distributable income share	):	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	of ownership/distributable income sl	hare:	

**2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_No \_\_

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) provide the name the State agency for which you are employed and your annual salary.

#### **RETURN WITH BID/OFFER**

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_\_ No \_\_\_
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_\_ No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes No

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20.00, (60% of the salary of the Governor as of 3/1/09) are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_\_ No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes \_\_\_ No \_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No \_\_\_\_

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.
  Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_\_No \_\_\_

#### **RETURN WITH BID/OFFER**

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes No

#### APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by:

Signature of Individual or Authorized Representative

Date

#### NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Signature of Authorized Representative

Date

## **ILLINOIS DEPARTMENT OF TRANSPORTATION**

#### Form B **Other Contracts & Procurement Related Information** Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

#### DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes No

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM **INSTRUCTIONS:** 

#### THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date

#### SPECIAL NOTICE TO CONTRACTORS

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



#### Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Project M-ARA-9003(421) Route FAU 1397 (St. Charles Road) District 1 Construction Funds

#### PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_

\_\_\_\_\_ Duration of Project: \_\_\_\_

Name of Bidder: \_

#### PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract: TABLE A TABLE B

TOTAL Workforce Projection for Contract										CURRENT EMPLOYEES TO BE ASSIGNED								
				MIN	ORITY I	EMPLO	YEES	6		TR/	AINEES			TO CONTRACT				
JOB CATEGORIES		TAL OYEES	BL/	ACK	HISP	ANIC	-	THER NOR.	APPI TIC			HE JOB INEES			OTAL OYEES		MINO EMPLO	
	М	F	Μ	F	М	F	Μ	F	М	F	M	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
	TAE	BLE C						•			Г							
Т	OTAL Tra	aining Pro	ojectio	n for C	ontract							FOF	K DE	PARIN	IENT USE		NLY	
			-		1		*0	TUED	T I									

TOTAL Training Projection for Contract									
EMPLOYEES	TO	TAL				*OTHER			
IN	EMPLO	DYEES	BLA	ACK	HISP	ANIC	MIN	NOR.	
TRAINING	М	F	М	F	М	F	Μ	F	
APPRENTICES									
ON THE JOB									
TRAINEES									

\*Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Project M-ARA-9003(421) Route FAU 1397 (St. Charles Road) District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_\_ persons will be employed by subcontractors.

#### PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_

Address

NOTICE REGARDING SIGNATURE						
	signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ed only if revisions are required.					
Signature:	Title: Date:					
Instructions:	All tables must include subcontractor personnel in addition to prime contractor personnel.					
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.					
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.					
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.					

Telephone Number \_\_\_\_\_

#### ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY</u>:
  - 1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES \_\_\_\_\_ NO \_\_\_\_\_
  - If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES \_\_\_\_\_ NO \_\_\_\_\_

#### Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Project M-ARA-9003(421) Route FAU 1397 (St. Charles Road) District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		orginature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture,	please attach an addit	ional signature sheet.



**Return with Bid** 

**Division of Highways Proposal Bid Bond** (Effective November 1, 1992)

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this	day of		A.D.,
PRINCIPAL		SURETY	
(Company Name)			(Company Name)
Ву		By:	
(Signature & Titl	e)		(Signature of Attorney-in-Fact)
	Notary Certification	for Principal and Su	ırety
STATE OF ILLINOIS,			
County of			
l,		, a Notary Publi	ic in and for said County, do hereby certify that
		and	
(Insert	names of individuals signing	on behalf of PRIN	CIPAL & SURETY)
	y in person and acknowledge		ed to the foregoing instrument on behalf of PRINCIPAL t they signed and delivered said instrument as their free
Given under my hand and notarial se	eal this	day of	A.D
My commission expires			
· · · ·			Notary Public
	ire and Title line below, the l	Principal is ensurin	an Electronic Bid Bond. By signing the proposal and g the identified electronic bid bond has been executed of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bidder Name		Signature and Title

BDE 356B (REV. 10/24/07

# **PROPOSAL ENVELOPE**



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

#### NOTICE

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

## NOTICE

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

Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Project M-ARA-9003(421) Route FAU 1397 (St. Charles Road) District 1 Construction Funds





## **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 23, 2010. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 63351 DUPAGE County Section 09-00153-00-RS (Lombard) Project M-ARA-9003(421) Route FAU 1397 (St. Charles Road) District 1 Construction Funds

Project consists of HMA pavement removal, pavement patching, leveling binder, HMA surface course, preformed pavement marking, drainage and utility structure repairs and all other incidental items to complete the work on FAU Rte. 1397 (St. Charles Road) from IL Rte. 53 to Grace Street in the village of Lombard.

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

By Order of the Illinois Department of Transportation

Gary Hannig, Secretary

#### INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

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#### Adopted January 1, 2010

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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#### **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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LR 212 LR 355-1		H	Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-1 LR 355-2		H	Asphalt Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 300-2 LR 400-1		H	Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-1 LR 400-2		Н	Bituminous Surface Mixture (Class B)	Jan. 1, 2008	oun. 1, 2000
LR 400-2 LR 402		H	Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		H	Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 405-2		H	Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	oun 1, 2001
LR 420		H	PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		H	Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		Ħ	Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		Π	Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2			Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		П	Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		Ħ	Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		Π	Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		Ħ	Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		П	Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		Π	Growth Curve	Mar. 1, 2008	
LR 1032-1		$\Box$	Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2		$\overline{\Box}$	Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102			Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

#### BDE SPECIAL PROVISIONS For the April 23 and June 11, 2010 Lettings

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

lotting.					
<u>File Name</u>	<u>Pg #</u>		Special Provision Title	<u>Effective</u>	<u>Revised</u>
80240		1	Above Grade Inlet Protection	July 1, 2009	
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243	112	X	American Recovery and Reinvestment Act Provisions	April 1, 2009	
80236	113	X	American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186	119	X	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213	122	X	Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	125	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside	Nov. 1, 2008	
00101			Illinois State Borders		
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173	126	X	Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241			Bridge Demolition Debris	July 1, 2009	
50261	Bailtean		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept: 1, 1990	April 1, 2010
* 5048	1.0		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
* 5049			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990.	April 1, 2010
* 50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80166	129	X	Cement	Jan. 1, 2007	April 1, 2009
80198			Completion Date (via calendar days)	April 1, 2008	•
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	x*)
80094	132	X	Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80214	102	<u> </u>	Concrete Gutter, Type A	Jan. 1, 2009	•
80215			Concrete Joint Sealer	Jan. 1, 2009	
80226	135	x	Concrete Mix Designs	April 1, 2009	
80237	137	X	Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	139	X	Construction Air Quality – Idling Restrictions	April 1, 2009	
80227	100	<b>_^</b>	Determination of Thickness	April 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
* 80029	141	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan: 1, 2010
80178	150	X	Dowel Bars	April 1, 2007	Jan. 1, 2008
80179			Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205			Engineer's Field Office Type B	Aug. 1, 2008	
80189	151	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80244			Filter Fabric	Nov. 1, 2009	Jan. 1, 2010
80228			Flagger at Side Roads and Entrances	April 1, 2009	
80249			Frames and Grates	Jan. 1, 2010	
80229	153	X	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169	100		High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245	157	X	Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246	158	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250	159	X	Hot-Mix Asphalt – Drop-Offs	Jan. 1, 2010	
* 80259	100		Hot-Mix Asphalt – Fine Aggregate		
80201	160	X	Hot-Mix Asphalt – Plant Test Frequency	April 1, 2008	Jan. 1, 2010
80251	162	X	Hot-Mix Asphalt – QC/QA Acceptance Criteria	Jan. 1, 2010	
80202	163	X	Hot-Mix Asphalt – Transportation	April 1, 2008	
<u>80100</u>	105	-		Nov. 1, 2003	Nov. 1, 2008
80109 80110	105		Impact Attenuators	Nov. 1, 2003 Nov. 1, 2003	Nov. 1, 2008 Jan. 1, 2007
80110			Impact Attenuators Impact Attenuators, Temporary	Nov. 1, 2003	Nov. 1, 2008 Jan. 1, 2007
80110 80252	164	X	Impact Attenuators Impact Attenuators, Temporary Improved Subgrade	Nov. 1, 2003 Jan. 1, 2010	
80110 80252 80230			Impact Attenuators Impact Attenuators, Temporary Improved Subgrade Liquidated Damages	Nov. 1, 2003 Jan. 1, 2010 April 1, 2009	Jan. 1, 2007
80110 80252 80230 80196	164	X	Impact Attenuators Impact Attenuators, Temporary Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole	Nov. 1, 2003 Jan. 1, 2010 April 1, 2009 Jan. 1, 2008	Jan. 1, 2007 Jan. 1, 2009
80110 80252 80230 80196 80045	164 167	X X	Impact Attenuators Impact Attenuators, Temporary Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole Material Transfer Device	Nov. 1, 2003 Jan. 1, 2010 April 1, 2009 Jan. 1, 2008 June 15, 1999	Jan. 1, 2007 Jan. 1, 2009 Jan. 1, 2009
80110 80252 80230 80196 80045 80203	164	X	Impact Attenuators Impact Attenuators, Temporary Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole Material Transfer Device Metal Hardware Cast into Concrete	Nov. 1, 2003 Jan. 1, 2010 April 1, 2009 Jan. 1, 2008 June 15, 1999 April 1, 2008	Jan. 1, 2007 Jan. 1, 2009 Jan. 1, 2009 April 1, 2009
80110 80252 80230 80196 80045	164 167	X X	Impact Attenuators Impact Attenuators, Temporary Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole Material Transfer Device	Nov. 1, 2003 Jan. 1, 2010 April 1, 2009 Jan. 1, 2008 June 15, 1999	Jan. 1, 2007 Jan. 1, 2009 Jan. 1, 2009

File Name	<u>Pg #</u>		Special Provision Title	Effective	Revised
* 80238		X			Jan. 1, 2010
80253			Movable Traffic Barrier System	Jan. 1, 2010	
80082	170	X	Multilane Pavement Patching	Nov. 1, 2002	
80180			National Pollutant Discharge Elimination System / Erosion and Sediment	April 1, 2007	Nov. 1, 2009
			Control Deficiency Deduction		
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2010
80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80231			Pavement Marking Removal	April 1, 2009	
80254	171	X	Pavement Patching	Jan. 1, 2010	
80022	172	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	174	X	Personal Protective Equipment	Nov. 1, 2008	
* 80232			Pipe Culverts	April 1, 2009	April 1, 2010
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170			Portland Cement Concrete Plants	Jan. 1, 2007	•
80217		L	Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171			Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		materiation	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	A
* 80247		<u>122</u>	Raised Reflective Pavement Markers	Nov. 1, 2009	April 1, 2010
80223			Ramp Closure for Freeway/Expressway	Jan. 1, 2009	lan 1 2010
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2010
80183	175	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80206			Reinforcement Bars Storage and Protection	Aug. 1, 2008	April 1, 2009
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	lan 1 2010
80131			Seeding	July 1, 2004	Jan. 1, 2010
80152	470		Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132	176	<u> </u>	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80127			Steel Cost Adjustment	April 2, 2004 Jan. 1, 2010	April 1, 2009
80255			Stone Matrix Asphalt	Jan. 1, 2010	April 1, 2010
* 80234			Storm Sewers	April 2, 2005	Apinin, 2010.
80143	178	<u>x</u>	Subcontractor Mobilization Payments	April 1, 2003	Jan. 1, 2007
80075 80087	170	x	Surface Testing of Pavements Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2010
	179	<b>^</b>	Temporary Longitudinal Traffic Barrier System	Jan. 1, 2002	Jan. 1, 2010
80256			Temporary Raised Pavement Marker	Jan. 1, 2010	
80225 80176			Thermoplastic Pavement Markings	Jan. 1, 2009	
80178			Traffic Barrier Terminal, Type 6	Jan. 1, 2007	
20338		<u> </u>	Training Special Provisions	Oct. 15, 1975	
20338 80258			Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	
80258	181	x	Working Days	Jan. 1, 2002	
00071	101		I MORTING DUYO	50.1. i, 2002	

The following special provisions are in the 2010 Supplemental Specifications and Recurring Special Provisions:

File Name 80193	Special Provision Title	New Location Section 637	<u>Effective</u> Jan. 1, 2008	Revised
80175	Epoxy Pavement Markings	Section 1095	Jan. 1, 2007	
80181	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	Section 1030	April 1, 2007	April 1, 2008
80136	Hot-Mix Asphalt Mixture IL-4.75	Sections 406, 1003, 1030, 1032 and 1102	Nov. 1, 2004	Jan. 1, 2008
80195	Hot-Mix Asphalt Mixture IL-9.5L	Sections 1004 and 1030	Jan. 1, 2008	
80129	Notched Wedge Longitudinal Joint	Section 406	July 1, 2004	Jan. 1, 2007
80235	Payrolls and Payroll Records	Check Sheets #1 and #5	Mar. 1, 2009	July 1, 2009
80134	Plastic Blockouts for Guardrail	Section 630	Nov. 1, 2004	Jan. 1, 2007
80151	Reinforcement Bars	Section 1006	Nov. 1, 2005	April 1, 2009
80184	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80212	Sign Panels and Sign Panel Overlays	Supplemental	Nov. 1, 2008	
80197	Silt Filter Fence	Sections 1080 and 1081	Jan. 1, 2008	
80153	Steel Plate Beam Guardrail	Section 1006	Nov. 1, 2005	Aug. 1, 2007
80191	Stone Gradation Testing	Section 1005	Nov. 1, 2007	
80185	Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80149 80204	Variable Spaced Tining Woven Wire Fence	Section 420 Section 1006	Aug. 1, 2005 April 1, 2008	Jan. 1, 2007

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

Bridge Demolition Debris .

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- Building Removal-Case IV ٠
- Building Removal-Case I
- Completion Date ٠ Completion Date Plus Working Days
- Building Removal-Case II Building Removal-Case III
- ٠
- ٠ DBE Participation

- Material Transfer Device •
- Railroad Protective Liability Insurance .
- Training Special Provisions •
  - Working Days

#### **STATE OF ILLINOIS**

#### SPECIAL PROVISIONS

Rev (10/08)

The following provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 (referred to hereinafter as the "Standard Specifications"); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2010; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices For Streets and Highways" (IMUTCD); and "The Standard Specifications for Sewer and Water Construction in Illinois", May 1996, Fifth Edition. In case of conflict with any part or parts of said specifications, these provisions shall take precedence and shall govern. Where no conflict exists, the named specifications shall apply to this Contract as if repeated in their entirety herein. The proposed work is officially known as of FAU Route 1397 (St. Charles Road) in the Village of Lombard, Project No. M-ARA-9003 (421), Section 09-00153-00-RS, Contract 63351. All of the above as well as other project details are further described in the contract documents for the said work prepared by Baxter & Woodman, Inc

#### LOCATION OF PROJECT

This project begins at a point on the center line of St. Charles Road (FAU 1397) approximately 100' feet east of the centerline of IL 53 and extends in an easterly direction for a total gross and net length of 5,825 feet.

#### **DESCRIPTION OF PROJECT**

The scope of work for this contract consists of hot-mix asphalt resurfacing including the furnishing all materials, labor, and equipment required for hot-mix asphalt surface removal, pavement patching, leveling binder, hot-mix surface course, performed pavement marking, drainage and utility structure repairs, and all other incidental work necessary to complete this improvement according to the Plans, Standard Specifications and Special Provisions for this project.

#### **MAINTENANCE OF ROADWAYS**

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

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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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.

#### **COOPERATION WITH OTHER CONTRACTORS**

Baxter & Woodman, Inc Effective: June 26, 2009

The Contractor shall cooperate with other Contractors that are working on or near any portion of the project site. The Contractor shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management. The Contractor will be given the names of any other contractors who will work on or near the project site. It is the Contractor's responsibility to contact each contractor and coordinate the sequence of work with them.

#### STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987	Revised: July 1, 1994
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Utility Companies involved in the project have provided the following estimated dates:

Name of Utility Company	Type-Location	Estimated Dates for Start and Completion of Relocations or Adjustments
AT&T Mike Carney 1000 Commerce Drive Oak Brook, IL 60523 630-573-6456	AT&T has various manholes that need adjustment	During paving operations, by AT&T contractor
ComEd 2 Lincoln Center Villa Park, IL 60181 630-437-2236	ComEd has two power poles that must be relocated.	Anticipated March 2010
Comcast 688 Industrial Drive Elmhurst, IL 60126 630-600-6352	Telephone	No Conflict
DuPage Water Commission 600 E. Butterfield Rd	Watermain	No Conflict

Elmhurst, IL 60126 630-834-0100

Adesta, LLC 1428 Sherman Road Romeoville, IL 60446 630-343-2826	Pipeline	No Conflict
Verizon 2400 Glenville Drive Richardson, TX 75082 972-729-6322	Telephone/ Fiber Optic	No Conflict
Village of Lombard 255 East Wilson Lombard, IL 60148 630-620-5971	Sanitary/Storm Sewer Structure Repair	By contractor during construction
Sprint 5600 N. River Road Rosemont, IL 60018 847-318-3437	Telephone/Fiber Optic	No Conflict

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

**TOPSOIL FURNISH AND PLACE** 

REV. 01/07

This work shall be performed in accordance with Sections 211 of the Standard Specifications with the following alterations.

Description. Delete the words "or compost."

Materials. Add "Only 'pulverized' top soil shall be used." Delete subsection (b).

Placing Topsoil. Delete paragraph two.

Finishing. Delete the words "or compost/topsoil blend" from sentence one.

**Method of Measurement**. In subparagraph (b), paragraph two delete the words "and compost furnish and place "

**211.08 Basis of Payment**. Delete the words "and per square yard (square meter) for COMPOST FURNISH AND PLACE, of the thickness specified." **SODDING** Rev. 01/07

This work shall be performed in accordance with Sections 252 of the Standard Specifications with the following alterations.

Method of Measurement. Delete paragraph 4.

**Basis of Payment.** Delete paragraph 3 and replace with: Fertilizer will not be paid for separately but shall be included in the cost for SODDING, SPECIAL.

# **UNSUITABLE MATERIALS**

This work shall consist of the removal and disposal of any unsuitable materials that may remain after excavation for sidewalk, curb and gutter, and driveway aprons. The contractor shall, at the Engineer's discretion, excavate an additional 4 inches beyond any excavation already included in the item being installed. The void shall be backfilled with CA-11 granular material and compacted.

This work shall be paid for at the contract unit price per cubic yard for REMOVALAND DISPOSAL OF UNSUITABLE MATERIALS, and SUB-BASE GRANULAR MATERIAL, TYPE B.

# **MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS**

Effective: June 26, 2009

This work shall be performed in accordance with Section 406 of the Standard Specifications except that all necessary cleaning of the cracks and joints to receive the mixture shall consist of blowing dust and debris from the cracks or joints with a power brush/blower or with compressed air at a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. This work shall be considered incidental to the cost of the material.

This work shall be paid for at the contract unit price per ton for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, complete in place, including preparation.

# PORTLAND CEMENT CONCRETE SIDEWALK

Rev. 08/09

This work shall be performed in accordance with Section 424 and 311 of the Standard Specifications with the following alterations.

**Subgrade Preparation**. Sidewalks shall be placed on a minimum of 2 in. of subbase granular material, type B.

**Placing and Finishing**. Add the following: At driveway apron locations, the depth of concrete shall be increased to 6 in. for residential drives and 8 in. for commercial drives. After the installation of the detectable warning surface, finishing will include edging around detectable warning surface. The surface shall be free of any debris, concrete and sealant and shall be cleaned according to the manufacturer's recommendations.

Expansion Joints. In subsection (b), Change "100 ft (30 m)" to "50 ft (15 m)".

Detectable Warnings: Add the following.

#### Materials:

Plastic

Detectable warning shall be a prefabricated system. The size of the detectable warning pads shall consist of one (1) 24" x 48" warning pad, or two (2) 24" x 24" pads placed next to each other, for a total measurement of 24"x48". One warning pad is preferred, if it is available from the manufacturer. The color of the detectable warning surface shall be red, or approved equivalent. Approved products are listed below and are subject to change during time of contract. If conditions require a curved detectable warning pad then the Wet Set from Armorcast Products Company, or approved equal, shall be used.

The following products, or equivalent as approved by the Engineer, are approved for local streets. Local streets would include all non collector/arterial streets.

Cast In Place EZ Set Tile by: Detectable Warning Systems, Inc. 8081 Phillips Hwy, Suite 22 Jacksonville, FL 32256 Phone (866) 999-7452 FAX (904) 448-4076 info@detectable-warning.com www.detectable-warning.com

Armor-Tile by: Engineered Plastics, Inc. 300 International Drive, Suite 100 Williamsville, New York 14221 (800) 682-2525 sales@engplastics.com

Tomc@engplastics.com Cell: (630) 689-7574 www.armor-tile.com Colonial Red, Federal Color No. 20109

Wet Set by: Armorcast Products Company 13230 Saticoy Street North Hollywood, CA 91605 Phone: 818.982.3600 Fax: 818.982.7742 info@armorcastprod.com www.armorcastprod.com/ada.htm

#### **Brick Pavers**

Brick paver detectable warnings are to be used on streets with existing or proposed brick pavers. Manufacturers vary and the proposed bricks must be approved by the Engineer prior to construction/installation.

Cast Iron Plates The following products are approved for collector/arterial streets listed below:

Maple Avenue
North Avenue
Roosevelt Road
St. Charles Road (non TIF District)
Westmore/Meyers Road.
Wilson Avenue

If cast iron plates are used as the final product, they shall be finished with a red powder coat, conforming to Federal Standard 595, color number 30166, or approved equivalent. If conditions require a curved detectable warning pad then the Radial Plate from East Jordan Iron Works, or approved equal, shall be used.

East Jordan Iron Works, Inc. 301 Spring Street, East Jordan, Michigan 49727 (800) 626-4653 ejiwsales@ejiw.com http://www.ejiw.com Neenah Foundry Company 2121 Brooks Avenue, Box 729, Neenah, Wisconsin 54956 (800) 558-5075 http://www.nfco.com

#### Method of Measurement. Add the following.

Ramps where more than one detectable warning panel will be used to meet the ADA and ADAAG standards will be measured as constructed in-place.

Basis of Payment. Replace paragraph one with the following.

This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL, which price shall include all required expansion joints, finishing, variable height edge treatment at sidewalk ramps, additional thickness at driveway aprons, and compacted sub base granular material.

Replace paragraph two with the following.

Detectable warnings will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS. Schedules of brick paver and cast iron plate detectable warning locations are included in the plans.

Add the following to the beginning of paragraph three: Where existing sidewalk is to be replaced, all removal and excavation will be paid for as SIDEWALK REMOVAL.

## **COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT** Effective: June 26, 2009

This work shall consist of the removal and replacement of existing curb and gutter at the locations shown on the Plans or as determined by the Engineer. The purpose of this work is to replace curb and gutter that is damaged and/or requires replacement to improve the street drainage. The replacement curb and gutter shall match the existing curb and gutter. This work shall include all sawcutting; pavement removal for forming purposes; excavating for and installing a 4-inch CA-11 granular subbase; backfilling in front of the curb with Class SI Concrete; backfilling behind the curb; and dowel bars at construction and expansion joints.

This work shall be done in accordance with Sections 440 and 606 of the Standard Specifications and the Detail provided in the Plans, except as modified herein.

General. Revise the first two paragraphs of this Article to read:

"General. The Contractor shall form a perpendicular straight joint by full-depth machine sawing at the limits of the curb and gutter removal. Any damage done to the existing curb and gutter to remain

in place shall be repaired or removed and replaced by the Contractor at his/her own expense, as determined by the Engineer.

It is the responsibility of the Contractor to determine the thickness of the existing curb and gutter to be removed, and the extent to which they are reinforced. No additional compensation will be allowed because of variations from the assumed thickness(s) or from the thickness(s) shown on the Plans, or for variations in the amount of reinforcement."

Excavation. Add the following paragraphs to the end of this Article:

"A 4-inch thick CA-11 granular subbase shall be placed and compacted under the proposed curb and gutter as shown on the detail provided in the Plans.

Removal of the existing pavement will be required in order to install a front face form. The area between the edge of the existing pavement and the face of the new gutter shall be cleaned of all loose material and then filled with Class SI concrete to a minimum 6-inch width. Driveways removed for forming shall be backfilled with an approved granular material as temporary pavement. Concrete driveway aprons shall not be removed for curb and gutter forming purposes unless directed by the Engineer."

Concrete Gutter and Curb and Gutter. Add following to the fourth paragraph of this Article:

"Contraction joints shall be provided at uniform intervals not to exceed 15 feet. Construction joints with dowel bars shall be provided at the end of a day's work. Expansion joints shall be 1-inch thick with two No. 6 (3/4") smooth epoxy coated bars with greased cap and shall be constructed at intervals not to exceed 60 feet."

Backfill. Revise this Article to read:

"606.13 Backfill. After the concrete has obtained the specified strength or when directed by the Engineer, the space in back of the construction shall be backfilled to the required elevation with sand or other material approved by the Engineer, and neatly graded to the satisfaction of the Engineer."

Method of Measurement. Add the following paragraph to the end of this Article:

"The Engineer will measure the curb and gutter as marked for removal and replacement prior to the removal of the existing curb and gutter. The measurement, as marked, will be the final payment quantity and should be verified by the Contractor prior to the removal." Basis of Payment. Replace these articles with the following.

"Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT. The

cost of over cutting and filling behind and in front of the curb and gutter shall also be included in this contract unit price."

## DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

Effective: June 26, 2009

This work shall include the vertical adjustment of a cast iron extension for the domestic water service box to the finished elevation or as directed by the Engineer, and shall be done in accordance with the applicable portions of Section 565 of the Standard Specifications. Sufficient space and length along the extension must be provided in order to freely raise or lower the extension. Extreme care shall be taken to keep the inside of the extension and box completely free of any material which would prevent the opening and closing of the water valve.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

# **REPAIR OF DRAINAGE AND UTILITY STRUCTURES**

Effective: June 26, 2009

## Sanitary Structures:

This work shall consist of providing sanitary sewer manhole rehabilitation as shown on the Drawings, as specified herein, and as needed for a complete and proper installation, and in accordance with the latest revision of the "Standard Specifications for Water and Sewer Main Construction in Illinois", except as revised herein.

The contractor shall pressure grout manholes in accordance with ASTM F 2414-04 unless otherwise stated herein to eliminate all active and potential sources of extraneous water leaking into the manhole at base, walls, joints, benches and inverts, cracks and seals. Refer to the structure table included in the plans for a list of manholes with information on required repairs.

## <u>Submittals</u>

- A. Submit shop drawings, including:
  - 1. Manufacturer's recommended installation procedures and written certification of compliance with ASTM standards for all materials.
  - 2. Product literature and specifications for chemical grouting material.

#### Quality assurance

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the

specified requirements and the methods needed for proper performance of the work of this Section.

- B. Furnish manufacturer's certificates of compliance stating contractor is certified to perform the work.
- C. Use equipment consisting of chemical pumps, chemical containers, injection packers, hoses, valves, and all necessary equipment and tools required to seal manholes. The chemical injection pumps shall be equipped with pressure meters that will provide for monitoring pressure during the injection of the chemical sealants. When necessary, liquid bypass lines equipped with pressure-regulating bypass valves will be incorporated in the pumping system.

## **Materials**

- A. Provide an acrylamide based chemical sealing gel with the following properties.
  - 1. Documented service of satisfactory performance in similar usage.
  - 2. Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
  - 3. Resistance to organic solvents, mild acids and alkali.
  - 4. Non-toxic in cured form.
  - 5. Sealing material shall not become brittle or rigid when subjected to dry atmosphere and be capable of withstanding freeze/thaw cycles and moving load conditions.
  - 6. Provide additives only as recommended by the manufacturer.
  - 7. Acceptable products:
    - a. Avanti AV-100 Acrylamide Gel
    - b. Or approved equal.

# Existing piping

- A. Protect existing piping throughout the area of proposed work.
  - 1. All existing piping to remain in use unless a change is approved by the Engineer.

## Manhole grouting preparation

- A. Clean manhole interior walls prior to initiating pressure grouting.
  - 1. Patch all voids 3/8" or larger with a non-shrink hydraulic cement.
  - 2. Remove all root intrusion.

#### Manhole pressure grouting

- A. Inject chemical grout material into the ground around the manhole through the manhole walls.
  - 1. At all visible leaks and areas with evidence of leaks within the manhole structure, drill a hole from within the manhole through the entire manhole wall.
    - a. In cases where there are multiple leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped from these holes.
  - 2. Place grout ports or sealant injection devices through the holes and establish a watertight seal between the holes and the injection device.
  - 3. Pump chemical sealing material through hoses and injection device until refuse material is observed at the leakage points and no further leakage is observed.
  - 4. Monitor pressures to insure excessive pressures do not develop and cause damage to the manhole structure.
  - 5. Observe sewers upstream and downstream of manhole to assure no grout is intruding into the sewers.
  - 6. Upon completion of the injection, the ports shall be removed and the remaining holes filled with quick-setting, non-shrink hydraulic mortar and trowel flush with the surface of the manhole walls or other surfaces.
  - 7. Remove sealant accumulations from manhole interior and sewer pipelines upon completion of pressure grouting.

#### Testing

- A. General
  - 1. Test each sanitary manhole for leakage prior to backfill and surface restoration.
  - 2. Perform tests in the presence of the Owner, giving the Owner at least 48 hours notice prior to testing.
  - 3. Provide equipment, materials and labor necessary to conduct testing.
  - 4. Repair all manholes failing the initial test with a non-shrink grout.
  - 5. If a manhole fails the initial test, retest until a satisfactory test is obtained at no additional cost to the Owner.
- B. Sanitary Manhole Vacuum Testing:
  - 1. Plug all lift holes with a non-shrink grout.
    - a. Do not place grout in horizontal joints before testing.

- 2. Seal all inlet and outlet pipes with airtight plugs, taking care to securely brace plugs to prevent the plugs from being drawn into the manhole.
- 3. Place the vacuum test equipment at the inside top of the cone section and inflate the seal to 40 psi.
- 4. Draw a vacuum of 10 inches of mercury and shut the vacuum pump off.
- 5. Close valves and measure the time for the vacuum to drop to 9 inches of mercury.
- 6. Allowable limits: the manhole shall pass if the time for the vacuum reading to drop from 10 inches to 9 inches exceeds 60 seconds for a 48-inch diameter manhole.

#### Basis of payment

This work shall be paid for at the contract unit price per each for MANHOLES TO BE ADJUSTED (SPECIAL), which price shall include all of the above.

#### All Other Drainage and Utility Structures:

This work shall consist of the removal and replacement of any deteriorated mortar and repair (with mortar and brick) of deteriorated wall sections, benches, and corbels. A specific list of required repairs is included in the plans.

This work will be paid for at the Contract unit price for each for CATCH BASINS TO BE ADJUSTED (SPECIAL), MANHOLES TO BE ADJUSTED (SPECIAL), INLETS TO BE ADJUSTED (SPECIAL), or VALVE VAULTS TO BE ADJUSTED (SPECIAL).

## VALVE BOXES TO BE ADJUSTED (SPECIAL)

Rev. 01/07

Description. This work shall consist of vertically adjusting or reconstructing valve boxes.

**Construction Requirements.** Existing valve boxes shall be salvaged and vertically adjusted to finished grade as shown on the plans or as directed by the Engineer. If the existing valve box is damaged during construction, a valve box shall be provided that is acceptable to the Village at the Contractor's expense. The valve box shall be compatible with the size and type of valve. The valve box cover shall be marked "WATER." The valve box shall have bituminous coated carbon steel valve extension stems and 2" square operating nuts 2" below the cover shall be provided.

**Basis of Payment.** This work will be paid for at the contract unit price each for VALVE BOXES TO BE ADJUSTED (SPECIAL) which price shall include all labor, excavation, materials, and equipment necessary as specified herein.

#### FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

Effective: August 1, 1995 Revised: November 1, 1996

Add the following to Article 603.09 of the Standard Specifications:

"Removing frames and lids on drainage and utility structures in the pavement prior to milling, and adjusting to final grade prior to placing the surface course, will be paid for at the contract unit price each for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL).

This work will not be paid for when drainage and utility structures are specified for payment as structure adjustments or reconstruction."

#### TRAFFIC CONTROL PLAN

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

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

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control. The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS:	
Number	Standard Description
701501-05	Urban Lane Closure, 2L, 2W, Undivided
701701-06	Urban Lane Closure, Multilane Intersection
701801-04	Lane Closure Multilane 1W or 2W Crosswalk or Sidewalk Closure
701901-01	Traffic Control Devices
DETAILS:	
<u>Number</u>	Standard Description
TC-10	Traffic Control and Protection for Side roads, Intersections and Driveways
TC-13	District One Typical Pavement Markings

#### SPECIAL PROVISIONS:

Number	Standard Description
LRS 3	Work Zone Traffic Control
LRS 4	Flaggers in Work Zones

#### **MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

Revised: November 1. 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

# PAVEMENT STRIPING

Rev. 01/08

This work shall be performed in accordance with Section 780 of the Standard Specifications with the following alterations.

**Preformed Plastic.** Delete this entire section and replace with the following: All pavement markings shall be Stamark High Performance Tape as manufactured by the 3M (or approved equal) Company or approved equal. Series A380-IES shall be used for letters, symbols, crosswalks and stop bars. Series A380WR-ES shall be used for white long lines, Series A381WR-ES shall be used for yellow long lines, and Illinois Type B (Series A380WR-ES) shall be used with wet reflective properties.

The publication "Pavement Surface Preparation and Application Techniques for 3M (or approved equal) Stamark Tapes – Information Folder 5.7, Information Folder 38IES, and Information Folder A380WR-ES" shall be adhered to. The contractor may request a copy of the publication directly from 3M (or approved equal) Company by using the fax-on-demand service. Call 1-800-553-1380 and request the document number. Only contractors and their technicians and installers that have completed the 3M (or approved equal) professional pavement marking training certification will be permitted to install 3M (or approved equal) Stamark preformed plastic pavement marking tape. The list of current trained installers is available by contacting Kari Jerich Brunn at 1-800-949-2196.

## Inlaid preformed plastic pavement markings:

The paving of asphalt surface course will not be allowed to proceed until the contractor notifies the ENGINEER in writing that the required pavement marking material is in hand and that the installer has completed the pavement marking application training conducted by 3M (or approved equal) Company.

The installer shall have the required pavement marking equipment on site. This equipment shall be maintained and in working order.

Pavement markings shall be inlaid (embedded in the pavement surface) in newly paved asphalt surfaces by a finishing roller during the paving operation while the asphalt is at 135 +/- 10 degrees Fahrenheit for stop bars and crosswalks and minimum 150 degrees Fahrenheit for lane lines. Embedment of the pavement marking shall be accomplished with at least a 5-ton finishing roller with no turning allowed over the markings and minimal water spray and no vibration shall be used on tape. An approved 3M (or approved equal)-tamper cart with 50 pounds of weight shall be used to go over stop bars and crosswalk markings prior to the compaction roller going over them.

Series A380-IES shall be used for letters, symbols, crosswalks and stop bars. Series A380WR-ES shall be used for white long lines, Series A381WR-ES shall be used for yellow long lines, and Illinois Type B (Series A380WR-ES) shall be used with wet reflective properties.

If the installer cannot inlay the pavement marking tape at the required temperatures, then the installers shall temporarily mark the road and the pavement marking tape shall be installed in a 100 +/- 10 mil groove. Installers shall follow tape manufacturer's recommendations on grooving tape.

No grinding or grooving of asphalt is permitted for a minimum of 10 days after laying down final mat. The asphalt shall be tested at the time of grooving to make sure the cutting has integrity. When the groove is touched, the ridges shall not fall apart. Refer to 3M (or approved equal) Information Folder 5.18 for detailed application guidelines.

## **Overlaid preformed plastic pavement markings:**

All new concrete and existing concrete or asphalt surfaces shall be ground, clean blown, and swept before application of A380WR-ES or A381WR-ES, or 380IES preformed pavement marking tape.

Series A380-IES shall be used for letters, symbols, crosswalks and stop bars. Series A380WR-ES shall be used for white long lines, Series A381WR-ES shall be used for yellow long lines, and Illinois Type B (Series A380WR-ES) shall be used with wet reflective properties.

3M (or approved equal) Company Surface Preparation Adhesive P-50 shall be applied on asphalt if applying A380WR-ES (white) or A381WR-ES (yellow), or 380IES preformed plastic pavement marking material before May 15 or after September 15. Between these dates no P-50 contact cement is necessary.

The pavement shall be dry for a minimum of 24 hours prior to tape installation. All existing markings shall be removed by grinding only before applying A380WR-ES or A381WR-ES, or 380IES.

For overlay application on new concrete surfaces, the concrete curing compound shall be removed if open to traffic for less than 90 days.

## **Pavement Grooving Operation**

#### 1. Equipment

The grooving equipment shall be equipped with a free-floating cutting or grinding head to provide a consistent groove depth over irregular pavement surfaces. The grinding or cutting head shall be equipped with diamond-tipped saw blades, steel star cutters and/or wide carbide-tipped star cutters. A grinder head configuration shall be used on bituminous asphalt surfaces to achieve a rough surface texture in the bottom of the groove. Diamond saw blades shall be used on the cutting head when a smooth surface in the bottom of the groove is specified by the Engineer or specifications.

## 2. Wet Saw Blade Grooving.

When water is required or used to cool the saw blades, such as

during a continuous edge line grooving operation, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for 24 hours prior to the application of the pavement markings

following a wet saw blade operation.

## 3. Dry Saw Blade Grooving:

If the grooving is done with dry saw blades, the groove shall be blown with high-pressure air to remove debris and dust generated during the cutting operation.

#### **Pavement Grooving Application**

Grooves shall be cut into the pavement prior to the application of the pavement marking. The grooves shall be cut such that the width is 1 inch (2.5 cm) wider than that of the line to be placed. Grooves for letters and symbols shall be cut in a shape so that the entire marking will fit. Widths, lengths, and shapes of the grooved surface shall be of sufficient size to include the full area of the specified pavement marking to be placed. The depth of the grooves shall be in accordance with the manufacturer's recommendation for the approved A380WR-ES or A381WR-ES pavement marking system to be applied. The groove depth and the specified application procedure for the markings shall assure that the surfaces of the applied markings are at least flush or slightly below the adjacent driving surface, as recommended by the 3M (or approved equal) Company. Measurement for uniform groove depths should be performed according to the 3M (or approved equal) Company recommendations. The groove depth should be checked frequently as a new alignment is cut in order to make adjustments early in the process. On a new groove cutting application, check groove depths

at 10 feet intervals for the first 50 feet. The average of these five depths should equal the appropriate depth recommended by the 3M (or approved equal) Company. If the average does not equal the value in the 3M (or approved equal) Company Table, adjustments to the cutting equipment should be done and the next 50 feet should be checked using a similar method. This process should continue until the average calculated groove depth equals the 3M (or approved equal) Company recommended depth. The position of the edge of the grooves shall be a minimum of 2 in. (5 cm) from the edge of concrete joints or asphalt paving seams along edge or centerlines. Contractor shall use a special tamper cart cut roller for tamping in the groove, which is available through the Century Tool Company at 763-428-2168.

On new bituminous concrete surfaces, the Engineer shall determine if the new asphalt has achieved the necessary strength and hardness to support grooving prior to the start of a grooving operation. In general, new asphalt should not be grooved within ten days of the placement of the final course of pavement. Some asphalt mixes may require thirty or more days to achieve adequate hardness to support a grooving operation. On existing bituminous concrete surfaces some existing asphalt pavements may not be strong enough to support a grooving operation. For all existing asphalt pavements, the Engineer shall determine if the existing asphalt has the necessary strength and hardness to support grooving prior to the start of a grooving operation.

#### Cleaning

When water has been used to cool the saw blades during the grooving operation, the Contractor shall allow 24 hours for the pavement to dry prior to the application of the markings. Immediately prior to the application of the pavement markings the groove shall be cleaned with high-pressure air blast. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New PCC pavements shall be air-blast cleaned to remove all laitance. The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

**Basis of Payment.** Add the following sentence: "All pavement cleaning and primer will not be paid for separately but shall be included in the cost of the various types of PREFORMED PLASTIC PAVEMENT MARKING."

For concrete pavement, grooving of the pavement will be measured for payment in place, in linear feet of ground pavement.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

Revise Section 850 of the Standard Specifications to read:

"Maintenance. Only electricians with IMSA Level II certification shall perform signal maintenance. This item shall include maintenance of all signal equipment, including master controllers, communication lines and conduit to adjacent signals. Inspection shall include all timing intervals,

relays, detectors, and all preemption equipment. The Contractor shall respond to all emergency calls from the County/City or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen. Any signal equipment which is lost or not returned to the Village for any reason shall be replaced with new equipment meeting these specifications."

**Basis of Payment.** This work shall be paid for at the contract unit price each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

# TRAFFIC SIGNAL SPECIFICATIONS FOR DETECTOR REPLACEMENT AND/OR INSTALLATION ON ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS

Effective: October 1, 1999 Revised: January 1, 2007

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction".

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement <u>will not</u> require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance <u>will be</u> required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

<u>NOTIFICATION OF INTENT TO WORK</u>. Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an

inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

Traffic Signal Maintenance and Operations Engineer at (847)705-4424 IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

## ACCEPTANCE OF MATERIAL.

The Contractor shall provide:

All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.

Seven (7) copies of a letter listing the manufacturer's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.

One (1) copy of material catalog cuts.

The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

# INSPECTION OF CONSTRUCTION.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

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.

<u>RESTORATION OF WORK AREA</u>. Restoration of the traffic signal work area shall be incidental to the related pay item such as foundation, conduit, handhole, trench and backfill, etc., and no extra compensation shall be allowed. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

<u>REMOVAL, DISPOSALAND SALVAGE OF EXISTING TRAFFIC SIGNAL EQUIPMENT</u>. This item shall be incidental to this contract. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

<u>DETECTOR LOOP REPLACEMENT</u>. This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn't been damaged. All burrs shall be removed from the edges of the existing conduit which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 25 mm (1") unit duct conduit. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Upon establishment of the duct, the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading to the edge of pavement. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 6.3 mm (1/4") deep x 100 mm (4") saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 3 mm (1/8") below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Round loop(s) 1.8 m (six foot) diameter may be substituted for 1.8 m (six foot) by 1.8 m (six foot) square loop(s) and shall be paid for as 7.2 m (24 feet) of detector loop.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details." Drilling handholes, sawing the pavement, furnishing and installing unit-duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot.

<u>Basis of Payment.</u> Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

<u>MAGNETIC DETECTOR REMOVALAND DETECTOR LOOP INSTALLATION.</u> This work shall consist of the removal of existing magnetic detectors, magnetic detector lead-in cable and magnetic detection amplifiers and related control equipment wiring, installation of detector lead-in cable, detector loops, detector amplifiers and related equipment wiring. The detector loop, cable, and amplifier shall be installed according to the applicable portions of the "Standard Specifications" and the applicable portions of the Special Provision for "Detector Loop Replacement." All drilling of handholes, furnishing and installing unit duct, cable splicing, trench and backfill, removal of equipment, and pulling cable from conduit shall be included in this item.

<u>Basis of Payment.</u> Magnetic Detector Removal and Detector Loop Installation shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP REPLACEMENT, per each for INDUCTIVE LOOP DETECTOR, and foot (meter) for ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR.

## SANITARY MANHOLES TO BE ADJUSTED

This work shall be done in accordance with Section 602 of the Standard Specifications and shall consist of the adjustment of sanitary manholes. Non-hardening butyl rubber mastic sealant; minimum thickness ¼-inch, shall be used between adjusting rings in place of mortar, or as required by the Owner of the Sanitary Sewer. In locations where existing external frame seals exist, it shall be removed and reinstalled. In locations where internal frame seals exist, it shall be removed and disposed of and an external frame seal shall be installed. In locations where there are no existing frame seals, an external frame seal shall be installed. The installation of the external frame seal will not be paid for separately and will be considered incidental to this pay item.

The External Frame seal shall consist of the following:

- A. Provide frame seals consisting of a flexible external rubber sleeve and extension and stainless steel compression bands.
- B. Rubber sleeve and extension:
  - 1. Provide rubber sleeve and extension complying with ASTM C923.
  - 2. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48±5.
  - 3. Provide sleeve with a minimum thickness of 3/16-inch and unexpanded vertical heights of 6 or 9 inches.
- C. Provide extension having a minimum thickness of 3/16-inch.
- D. Compression band:
  - 1. Provide compression band to compress the sleeve against the manhole.
  - 2. Use 16 gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1-inch.
  - 3. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
  - 4. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.

- E. Acceptable products:
  - 1. Cretex Specialty Products.
  - 2. Or equal.
- F. Or as required by the Owner of the sanitary sewer system.

The External Frame Seal shall be installed as follows:

- A. Install external rubber gasket on the manhole frame and chimney.
  - 1. Provide watertight gasket to eliminate leakage between the frame and each adjusting ring down to and including cone section.
- B. Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.
  - 1. Realign frame on adjusting rings or corbel as required.
- C. Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the rubber gasket.
- D. Install rubber gasket in accordance with manufacturer's recommendations.
  - 1. Field verify for suitable dimensions and layout before installation.
  - 2. Utilize sealing caulk where required.
- E. Or as required by the Owner of the sanitary sewer system.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each of SANITARY MANHOLES TO BE ADJUSTED, which price shall include all of the above.

## **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996 Revised: January 2, 2007

Description.

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

Materials.

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

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

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

## GENERAL CONSTRUCTION REQUIREMENTS

Installation.

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

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

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

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

Method Of Measurement.

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

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

## Basis of Payment.

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

## **PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT** Effective: June 26, 2009

This item shall be in accordance with Sections 423 and 440 of the Standard Specifications and consists of the removal and replacement of the existing PCC driveway pavement.

Replacement of the driveway shall be in accordance with Section 423 of the Standard Specifications except as modified herein.

423.01 Description. Add the following to the end of this article.

"The PCC driveway pavement shall be constructed to match the existing pavement removed for thickness, however the minimum thickness shall not be less than 6-inches of PCC pavement for residential driveways and not less than 8-inches of PCC pavement for commercial driveways. Prior to replacement with the PCC pavement, the exposed base course shall be shaped and compacted, to the satisfaction of the Engineer."

423.11 Description. Revise this article to read:

This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT."

## PRECONSTRUCTION VIDEO TAPING

Rev. 01/07

**Description.** The Contractor shall prepare pre-construction video documentation of all features in the area affected by construction. All video camera, recorders, tapes, accessories, and appurtenances shall be digital format equipment. Pre-construction video documentation shall consist of a series of high resolution color audio-video DVD's showing all areas affected by construction.

**Construction Requirements**. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each DVD to help explain what is being viewed.

**Basis of Payment.** The pre-construction video taping shall be completed and copies of the tapes submitted to the Village for approval before commencing mobilization and/or construction activities. This work shall be paid for at the contract lump sum price for PRECONSTRUCTION VIDEO TAPING. No progress payments will be processed until the preconstruction video tape has been received and approved by the Village.

# VIDEO DETECTION SYSTEM COMPLETE INTERSECTION

Effective: June 26, 2009

This specification sets forth the minimum requirements for a system that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device. This work shall consist of furnishing and installing this item and shall include all

necessary hardware, cable accessories and labor necessary to furnish and install a vehicle detection system in accordance with the manufacturer's specifications at the following intersections:

- St. Charles Road and Crescent Boulevard
- St. Charles Road and South Elizabeth Street
- St. Charles Road and Park Avenue
- St. Charles Road and Main Street

The system to be installed is the Autoscope Solo Terra, or approved equal. It shall include four (4) color cameras installed on the existing luminaire (if present) or installed on the existing mast arm in accordance with the detail shown on the plans, the processor unit, detector port master, interface panel, connectors, and software. This system must be compatible with the existing Econolite controller at each intersection. The video detection cameras shall be capable of being zoomed and focused from a connection in the controller cabinet.

1. Video Detection - General

This specification sets forth the minimum requirements for a system that monitors vehicles on a roadway via processing of video images. The detection of vehicles passing through the field-of-view of an image sensor shall be made available to a large variety of end user applications as simple contact closure outputs that reflect the current real-time detector or alarm states (on/off) or as summary traffic statistics that are reported locally or remotely. The contact closure outputs shall be provided to a traffic signal controller and comply with the National Electrical Manufacturers Association (NEMA) type C or D detector rack or 170 input file rack standards.

The system architecture shall fully support Ethernet networking of system components through a variety of industry standard and commercially available infrastructures that are used in the traffic industry. The data communications shall support direct connect, [modem,] and multi-drop interconnects. Simple, standard Ethernet wiring shall be supported. The unit shall be capable of streaming video and data communications over long distances through fiber optic, microwave, or other commonly used digital communications transport configurations.

On the software application side of the network, the system shall have the capability of being integrated through a client-server relationship where a communications server application provides the data communications interface between as few as one to as many as hundreds of Machine Vision Processor (MVP) sensors and a number of client applications. The client applications may either be hosted on the same PC as the communications server or may be distributed over a local area network of PC's using the industry standard TCP/IP network protocol. The software shall be capable of executing multiple client applications simultaneously on the same host or multiple hosts, depending on the network configuration. Additionally, a web-browser interface shall allow use of industry standard Internet web browsers to connect to MVP sensors for setup, maintenance, and playing digital streaming video.

#### 1.1 System Hardware

The machine vision system hardware shall consist of three components: 1) a color, 22x zoom, MVP sensor 2) a modular cabinet interface unit 3) a communication interface panel. The real-time performance shall be able to be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate the current detection state (on/off). The MVP sensor shall optionally store cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates shall vary from 5 to 30 frames/sec as a function of video quality and available bandwidth.

The modular cabinet interface unit shall be capable of communicating directly with up to eight (8) MVP sensors and shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs or a 170 input file rack providing up to sixteen (16) contact closure inputs and twenty-four (24) contact closure outputs to a traffic signal controller.

The communication interface panel shall provide four (4) sets of three (3) electrical terminations for three-wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensors.

## 1.2 System Software

The MVP sensor embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming, and vehicle detection processing. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and perform basic configuration, maintenance, and video streaming services.

The software shall prove a suite of client applications that reside on the host client / server PC. The applications shall execute under Microsoft Windows 2000 or XP. Available client applications shall include:

Master network browser: Learn a network of connected modular cabinet interface units and MVP sensors, display basic information, and launch applications software to perform operations within that system of sensors.

Configuration setup: Create and modify detector configurations to be executed on the MVP sensor and the modular cabinet interface unit.

Operation log: Retrieve, display, and save field hardware run-time operation logs of special events that have occurred.

Software install: Reconfigure one or more MVP sensors with a newer release of embedded system software.

Streaming video player: Play and record streaming video with flashing detector overlay.

Data retrieval: Fetch once or poll for traffic data and alarms and store on PC storage media.

Communications server: Provide fault-tolerant, real-time TCP/IP communications to / from all devices and client applications with full logging capability for systems integration.

# 2. Functional Capabilities

2.1 MVP Sensor

The MVP sensor shall be an integrated imaging color CCD array with zoom lens optics, high-speed, dual-core image processing hardware bundled into a sealed enclosure. The CCD array shall be directly controlled by the dual-core processor, thus providing high-quality video for detection that has virtually no noise to degrade detection performance. It shall be possible to zoom the lens as required for setup and operation. It shall provide JPEG video compression as well as standard MPEG-4 digital streaming video with flashing detector overlay. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated 22x zoom lens that can be changed using either configuration computer software. The digital streaming video output and all data communications shall be transmitted over the three-wire power cable.

# 2.1.2 Power

The MVP sensor shall operate on 110/220 VAC, 50/60Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts and the remaining 15 watts shall support an enclosure heater.

# 2.1.3 Detection Zone Programming

Placement of detection zones shall be by means of a PC with a Windows XP or Vista operating system, a keyboard, and a mouse. The PC monitor shall be able to show the detection zones superimposed on images of traffic scenes.

The detection zones shall be created by using a mouse to draw detection zones on the PC monitor. Using the mouse and keyboard it shall be possible to place, size, and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector configurations from the PC to the MVP sensor and cabinet interface module, to retrieve the detector configuration that is currently running in the MVP sensor, and to back up detector configurations by saving them to the PC fixed disks or other removable storage media.

The supervisor computer's mouse and keyboard shall be used to edit previously defined detector configurations to permit adjustment of the detection zone size and placement, to add detectors for additional traffic applications, or to reprogram the MVP sensor for different traffic applications or changes in installation site geometry or traffic rerouting.

#### 2.1.4 Optimal Detection

The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted 30 feet (10 m) or higher above the roadway, when the image sensor is adjacent to the desired coverage area, and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that minimizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

#### 2.1.5 Count Detection Performance

Using an installed camera that meets the optimal viewing specifications described above for count station traffic applications, the system shall be able to accurately count vehicles with at least 98% accuracy under normal operating conditions (day and night), and at least 93% accuracy under artifact conditions.

Artifact conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc. The volume count shall be accumulated for the entire roadway (all traveled lanes), and accumulated over time intervals that contain a minimum of one hundred (100) vehicles to ensure statistical significance.

#### 2.1.6 Demand Presence Detection Performance

Using an installed camera that meets the optimal viewing specifications described above for intersection control traffic applications, the system shall be able to accurately provide demand presence detection.

The demand presence accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence shall be less than 1% error under all operating conditions. In the presence of artifact conditions, the MVP shall minimize extraneous (false) protected movement calls to less than 7%.

To ensure statistical significance, the demand presence accuracy and error shall be calculated over time intervals that contain a minimum of one hundred, protected turning movements.

These performance specifications shall be achieved with a minimum of 2 presence detectors coupled with a single detector function (Type-9) to provide adequate road coverage to sample the random arrival pattern of vehicles at the stop line.

The calculation of the demand presence error shall not include turning movements where vehicles do not pass through the presence detectors, or where they stop short or stop beyond the combined detection zones.

#### 2.1.7 Speed Detection Performance

The MVP shall accurately measure average (arithmetic mean) speed of multiple vehicles with more than 97% accuracy under all operating conditions for approaching and receding traffic.

The average speed measurement shall include a minimum of 100 vehicles in the sample to ensure statistical significance. Optimal speed detection performance requires the camera location to follow the specifications described above for count station traffic applications with the exception that the camera must be higher than 13 m (40) feet.

The MVP shall accurately measure individual vehicle speeds with more than 94% accuracy under all operating conditions for vehicles approaching the camera (viewing the front end of vehicles), and more than 90% accuracy for vehicles receding from the camera (viewing the rear end of vehicles).

These specifications shall apply to vehicles that travel through both the count and speed detector pair and shall not include partial detection situations created by lane-changing maneuvers.

To ensure statistical significance, the average speed accuracy and error shall be calculated over time intervals that contain a minimum of one hundred vehicles using a MVP sensor installed within the optimal viewing specifications described above or count station traffic applications

## 2.2 Modular Cabinet Interface Unit

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring.

The modular cabinet interface unit shall be a simple interface card that plugs directly into a 170 input file rack or a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only 2 slots of the detector rack. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

## 2.3 Communications Interface Panel

The communications interface panel shall support up to eight MVPs. The communications interface panel shall accept 110/220 VAC, 50/60 Hz power and provide predefined wire termination blocks for

MVP power connections, a Broadband-over-Power-Line (BPL) transceiver to support up to 10MB/s interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors, and an interface connector to cable directly to the modular cabinet interface unit.

The interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts to each MVP sensor. Two ½-amp SLO-BLO fuses shall protect the communications interface panel.

3. System Installation & Training

The supplier of the video detection system will be allowed to supervise the installation and testing of the video detection system and computer equipment as required by the contracting agency.

The contractor shall ensure that training is provided by the supplier to Village personnel in the operation, set up, and maintenance of the video detection system.

4. Warranty, Service, & Support

For a minimum of two (2) years, the supplier shall warranty the video detection system. Ongoing software support by the supplier shall include software updates of the MVP sensor, modular cabinet interface unit, and supervisor computer applications. These updates shall be provided free of charge during the warranty period. The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be available to the contracting agency in the form of a separate agreement for continuing support.

Shop drawings shall be submitted to and approved by the Village prior to installation of the video detection system.

Method of Measurement. This work will be measured for payment on an each basis.

**Basis of Payment.** This work will be paid for at the contract unit price per each for VIDEO DETECTION SYSTEM COMPLETE INTERSECTION, which price shall include furnishing all associated equipment required, installing the system at each signalized intersection, placing the system in operation, and providing training, warranty, service and support as indicated, to the satisfaction of the Engineer.

# **PAVEMENT TEXTURING**

This work consists of the imprinting of patterns and application of coatings to asphalt surfaces at median and crosswalk locations shown on plan and as directed by the Engineer.

The pavement texturing shall be in accordance with the manufacturer's specifications. The pavement texturing system shall be by Integrated Paving Concepts, Inc. "StreetPrint Pavement Texturing" for wet climate zones or approved equal.

The asphalt surface shall be prepared prior to coating and shall be free of dirt, debris, oil, or anything that will adversely affect the adhesion of the new coating system. All loose material on the asphalt surface shall be removed by mechanical brooming or blowing clean using a backpack blower or compressed air. Any difficult-to-remove dirt shall be removed using a pressure washer. Prior to applying the coatings, the asphalt surface shall be completely dry.

Layout and imprinting of patterns into the asphalt surface shall be as shown on the plan.

The upper portion of the asphalt surface shall be heated using reciprocating infrared re-heating equipment to make the upper portion of the asphalt surface pliable enough to accept the imprint of the template. Overheating of the asphalt shall not be permitted. Direct flame heaters shall not be allowed for the purpose of heating the asphalt. Hot air portable heaters may only be used for heating isolated areas. The temperature of the asphalt surface shall be regularly monitored during the reheating process. The asphalt pavement shall be adequately heat soaked (softened) to a depth of at least 1/2 inch, without burning the asphalt. The asphalt surface temperature shall not exceed 300° F. If during the re-heating process the surface is overheated and begins to emit black smoke, the contractor shall stop work immediately. The damaged surface area shall be removed by milling the upper 1" and replaced by a partial depth patch, with the topmost layer matching the existing surface Layer mix and binder. Patching and all work associated with the repair effort shall be at the Contractor's expense.

Surface imprinting templates shall be pressed fully into the heated asphalt surface using vibratory plate compactors.

The surface coating system shall be installed by applying at least four thin layers of coating material to the asphalt surface. Each application of coating material shall be allowed to dry completely before applying the next layer. The color of the coating system shall be brick red. Each layer of the coating system shall consist of the same color. The coating application shall be spray-applied and broomed to work the material into the asphalt surface. Subsequent applications shall be sprayed and rolled, using a 1" to 1  $\frac{1}{2}$ " nap roller or sprayed and broomed. The contractor shall use manufacturer recommended spray equipment. Total coverage area of combined coating materials shall not be more than 150 square feet per pail of coating. The Contractor shall apply the surfacing system only when the air temperature is at least 50°F and rising, and will not drop below 50°F within 8 hours of application of the coating material. There should be no precipitation expected within 2 hours after applying the final layer.

Upon completion, the patterned area shall be checked for proper stamping depth of print, by taking random samples. 98% of the stamped area shall have an imprint depth of <sup>1</sup>/<sub>4</sub> inch. If any sample areas have an imprint depth that is less than <sup>1</sup>/<sub>4</sub> inch, those areas shall be re-heated and re-stamped prior to applying the coatings.

The total coating thickness shall be monitored by measuring the volume of material used per unit area. For this project an average coverage area for the combined coating layers shall be 150 square feet coated per 5 gallon pail of material used. The Contractor shall provide proof of material usage.

The stamped asphalt pavement will be measured for payment in square feet in place. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area. Traffic control required for installation will be included in the cost of this item.

This work will be paid for at the contract unit price per square yard for STAMPED ASPHALT CROSSWALK which price shall include traffic control and all labor, equipment, and materials for a complete installation.

#### **ELECTRIC CABLE IN CONDUIT NO. 18 3C**

This work shall be for the cabling of the video detection equipment from the camera to the traffic signal controller and shall be performed in accordance with Section 827 of the Standard Specifications.

Description 18AWG (16 x #30) SEPTC, 3 Conductor, HDPE Insulation, HDPE Jacket, Conduit Rated.

Electrical Characteristics Max. Operating Voltage: Max. Continuous Current Per Conductor @ 25 Deg. C Nom. Conductor DC Resistance @ 20 Deg. C	600 V RMS 5.3A 6.5 Ohms/1000 FT
Physical Characteristics	
Temperature Rating:	-30 to +80C
Insulation Material:	HDPE
Jacket Material (color):	HDPE (Black)
Nom. Diameter:	0.341"
Min. Bend Radius:	3.4"
Nom. Weight/1000 FT.:	50 Lbs
Max Pulling Tension:	74 Lbs
Color Code:	DGreen, White, Black

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot installed for ELECTIC CABLE IN CONDUIT NO. 18 3C.

# SANITARY MANHOLES TO BE REMOVED AND REPLACED

<u>Description</u> The work of this Pay Item shall consist of the removal and replacement of sanitary sewer manholes as called for on the plans and shall be in accordance with the latest revision of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The work shall include bypass pumping; excavation; backfilling with and compaction of trench backfill materials; any risers, cones or adjusting rings required; installing a new chimney seal; installing an exterior bituminous coating; final adjustment of frame to final grade; vacuum testing; and all other work necessary to complete sanitary manhole reconstruction.

## Materials

The External Frame seal shall consist of the following:

- A. Provide frame seals consisting of a flexible external rubber sleeve and extension and stainless steel compression bands.
- B. Rubber sleeve and extension:
  - 1. Provide rubber sleeve and extension complying with ASTM C923.
  - 2. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48±5.
  - 3. Provide sleeve with a minimum thickness of 3/16-inch and unexpanded vertical heights of 6 or 9 inches.
- C. Provide extension having a minimum thickness of 3/16-inch.
- D. Compression band:
  - 1. Provide compression band to compress the sleeve against the manhole.
  - 2. Use 16 gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1-inch.
  - 3. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
  - 4. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.
- E. Acceptable products:
  - 1. Cretex Specialty Products.
  - 2. Or equal.
- F. Or as required by the Owner of the sanitary sewer system.

The External Frame Seal shall be installed as follows:

- B. Install external rubber gasket on the manhole frame and chimney.
  - 1. Provide watertight gasket to eliminate leakage between the frame and each adjusting ring down to and including cone section.
- C. Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.

- 1. Realign frame on adjusting rings or corbel as required.
- D. Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the rubber gasket.
  - Install rubber gasket in accordance with manufacturer's recommendations.
    - 1. Field verify for suitable dimensions and layout before installation.
    - 2. Utilize sealing caulk where required.
- F. Or as required by the Owner of the sanitary sewer system.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price each for "SANITARY MANHOLES TO BE REMOVED AND REPLACED, 4' DIAMETER, 0-8 FEET DEEP" or "SANITARY MANHOLES TO BE REMOVED AND REPLACED, 4' DIAMETER, 8-12 FEET DEEP."

Trench backfill shall be used where the sanitary sewer manhole is within 2 feet of existing or proposed sidewalks, driveways, or pavements, and shall be including in this item.

New type frames and lids will not be included in this pay item, but will be paid for separately as FRAMES AND LIDS, TYPE 1, CLOSED LID.

# COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)

Effective: June 26, 2009

E.

This work shall be in accordance with the Special Provision for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT except that it shall also include the removing and replacing Brick Paver Sidewalks in accordance with the detail provided in the plans in order to remove and replace deteriorated sections of curb and gutter.

Any removed brick pavers shall be temporarily stored by the Contractor and replaced after the replacement of the deteriorated sections of curb and gutter in the locations as shown on the plans and as further directed by the Engineer. Prior to replacing the pavers, the aggregate base shall be properly restored to provide proper bedding of the pavers.

Any damage or stolen pavers shall be replaced at the Contractor's expense.

This work will be paid for at the Contract unit price per foot for COMBINATIONS CONCRETE CURB AND GUTTER REMOVALAND REPLACEMENT (SPECIAL), which price shall include all labor, equipment, and material necessary to complete this pay item as specified and provide any additional aggregate base or excavation of poor materials as needed.

## **ELECTRICAL REQUIREMENTS - TRAFFIC SIGNALS** Rev. 01/07

These Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" (Signal Details) supplement the Standard Specifications.

The intent of these Special Provisions is to prescribe the materials and construction methods commonly used in traffic signal installations (signals.) All material furnished shall be new and meet NEMA TS 2 Type 1 requirements. The locations and the details of all installations shall be as indicated on the plans or as directed by the Engineer.

The construction, installation, modification, and/or removal work shall be accomplished at the following intersection(s):

Illinois Route 53 (N. Columbine Avenue) and St Charles Road Crescent Boulevard and St Charles Road S. Elizabeth Street and St. Charles Road Park Avenue and St. Charles Road Main Street and St. Charles Road

Notification of Intent to Work and Maintenance Transfer. Existing signals and/or any electrical facilities at certain intersections included in this project may be altered or reconstructed, totally or partially, as part of the work. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, the County of DuPage, or the Village. Once the Contractor has begun any work on any portion of the project, all intersection(s) which have the pay item "Maintenance of Existing Traffic Signal Installation" and/or "Temporary Traffic Signal Installation" shall become the full responsibility of the Contractor. The Contractor must notify the affected agencies of its intent to begin any physical construction work on the project or any portion thereof. This notification must be a minimum of 7 working days prior to the start of construction to allow sufficient time for inspection of the existing signal(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the signal(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that may not be operating properly or is damaged at no cost to the owner of the signal. Final repairs or replacement of damaged equipment must meet with the approval of the Engineer. Contracts such as pavement grinding or patching which result in the destruction of detector loops do not require maintenance transfer, but do require a notification of intent to work and an inspection. A minimum of 7 working days prior to the loop removal, the Contractor shall notify the affected agencies, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

<u>Operation of Existing Traffic Signals.</u> The Contractor is advised that the existing and/or temporary signal(s) must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the signal for a period to exceed 15 minutes, must have prior approval of the Engineer. Approval to shutdown the signal shall only be granted during the period extending from

10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.

<u>Inspection of Controller and Cabinet.</u> The Village reserves the right to request that any controller and cabinet be tested prior to field installation, at no extra cost to this contract. All railroad interconnected (including temporary) controllers and cabinets shall be newly constructed, built, tested and approved by the controller equipment vendor, in the vendor's local facility, prior to field installation. The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment.

<u>Field Inspection of Traffic Signal Work and Maintenance Transfer.</u> It is the intent to have all work completed and all equipment field tested by the vendor prior to the Village's field inspection (turnon.) If the Engineer determines that the work is not complete or that the inspection will require more than 2 hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule it at another date. Maintenance responsibility will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Sections 849 and 850 of the Standard Specifications, the Contractor may request an inspection of the completed signal at each separate location. The Village will not grant a field inspection until the Contractor provides written certification that the equipment has been field tested and the intersection is operating according to contract requirements.

Signal indications being tested shall match existing traffic controls at the intersection. If any conflicting signal indications are visible to motorists or pedestrians while testing, the Contractor shall be responsible to provide a police officer to direct traffic.

Upon demonstration that the signal is operating and that all work is completed in accordance with the contract and to the satisfaction of the Engineer, the Engineer will allow the signal to be placed in continuous operation. The agency which is responsible for the maintenance of each signal will assume maintenance upon successful completion of this inspection as well as all punch-list work. The Contractor must have completed all signal work and the electrical service installation must have been connected by the utility company prior to the Contractor requesting an inspection of the signal.

Acceptance and Control of Traffic Signal Materials & Final Inspection.

The Contractor shall provide:

1. Four copies of a letter listing the manufacturer's name and model numbers of the proposed equipment. The letter will be reviewed by the Engineer to determine whether the proposed equipment meets these specifications. The letters will be stamped as approved or rejected and returned to the Contractor.

2. Four copies of the proposed material catalog cuts.

3. Four copies of the proposed mast arm poles and assemblies.

All material approval requests shall be submitted a minimum of 7 days prior to the delivery of equipment to the site of the work, within 30 consecutive calendar days after the contract is awarded,

or within 15 consecutive calendar days after the preconstruction conference, whichever is first. The contract number or intersection location must be printed on each sheet of these submittals. Additionally, the Contractor shall provide the following at each signal inspection.

1. Written certification from the Contractor and equipment vendor of satisfactory field testing.

2. A representative of the controller supplier knowledgeable of the cabinet design and controller functions shall be in attendance.

3. One copy of the approved material letter.

4. One copy of the operation and service manuals of the controller and associated control equipment.

5. Five copies of the cabinet wiring diagrams 280 x 430 mm (11 x 17 inches) in size.

6. One set of signal plans of record.

7. The controller manufacturer shall provide a printer to print a form, not exceeding 280 x 430 mm (11 x 17 inches) in size, which records the traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other keyboard programmable functions. The form shall include location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of 3 copies must be furnished. The manufacturer must provide all programming information used within the controller.

Acceptance of the signal by the Village shall be based upon the results of the signal inspection. If approved, signal acceptance shall be made verbally to be followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Village acceptance is granted.

All equipment and/or parts to keep the signal in working order shall be furnished by the Contractor. No spare signal equipment is available from the Village.

The cost of all 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 equipment are paid, and no additional compensation will be allowed. Materials and equipment not complying with the above requirements shall be subject to removal and disposal at the Contractor's expense.

# System Ground.

Grounding shall meet or exceed the applicable portions of the NEC and Section 806 of the Standard Specifications. A green jacketed #6 or larger copper cable within the signal conduit system shall provide a common ground interconnecting all ground rods at the intersection or as shown on the plans. Approved heavy-duty ground rod clamps shall be provided. No splices shall be allowed in the cable between ground rods. Ground rods shall be provided in all foundations, intersection handholes and the service installation. Diameter of ground rods shall be 20mm (3/4 inch). The neutral conductor and common ground cable shall only be connected at the service installation. They shall not be connected at any other location. Ground rod resistance to ground shall be 25 ohms of less or meet the requirements of the NEC. If necessary, additional ground rods and access wells shall be installed in order to meet resistance requirements at no additional cost to the contract.

#### Color of Traffic Signal Equipment.

All traffic signal equipment, except the traffic signal controller cabinet, shall be painted Valmont #333,"Dark Bronze" or approved equal.

## **TRAFFIC SIGNAL SPECIFICATIONS**

Effective: May 22, 2002 Revised: November 1, 2009

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. Traffic signal construction and maintenance work shall be performed by personnel holding IMSA Traffic Signal Technician Level II certification. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

#### SECTION 720 SIGNING

#### MAST ARM SIGN PANELS

Add the following to Article 720.02 of the Standard Specifications:

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by the District Sign Shops. Signfix Aluminum Channel Framing System is currently recommended, but other brands of mounting hardware are acceptable based upon the Department's approval.

#### **DIVISION 800 ELECTRICAL**

### SUBMITTALS.

Revise Article 801.05 of the Standard Specifications to read:

The Contractor shall provide:

All material approval requests shall be submitted at the preconstruction meeting, including major traffic signal items listed in the table in Article 801.05..

All material or equipment which are similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.

Seven (7) copies of a letter from the Traffic Signal Contractor on company letterhead listing the contract number or permit number, project location/limits, pay item description, pay code number, manufacturer's name and model numbers of the proposed equipment and stating that the proposed equipment meets all contract requirements. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approvable.

Seven (7) copies of shop drawings for mast arm poles and assemblies, including combination mast arm poles, are required. A minimum of two (2) copies of all other material catalog cuts are required. Submittals for equipment and materials shall be complete. Partial or incomplete submittals will be returned without review.

Certain non-standard mast arm poles and assemblies will require additional review from IDOT's Central Office. Examples include ornamental/decorative and non-standard length mast arm pole assemblies. The Contractor shall account for the additional review time in his schedule.

The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of the letter, material catalog cuts and mast arm poles and assemblies drawings.

Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.

After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Information Only'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.

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

# **INSPECTION OF ELECTRICAL SYSTEMS.**

Add the following to Article 801.10 of the Standard Specifications:

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

# MAINTENANCE AND RESPONSIBILITY.

Revise Article 801.11 of the Standard Specifications to read:

Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. Automatic Traffic Enforcement equipment is not owned by the State and the Contractor shall not be responsible for maintaining it during construction. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.

When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall

notify the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreement, at no cost to the contract. See additional requirements in these specifications under Inductive Loop Detector.

The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shutdown the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.

The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The District's Electrical Maintenance Contractor may inspect any signalizing device on the Department's highway system at any time without notification.

Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

# **DAMAGE TO TRAFFIC SIGNAL SYSTEM.**

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

Any traffic signal control equipment damaged or not operating properly from any cause whatsoever shall be repaired with new equipment provided by the Contractor at no additional cost to the Contract and or owner of the traffic signal system, all as approved by the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of

final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

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

# TRAFFIC SIGNAL INSPECTION (TURN-ON).

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

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

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (847) 705-4089. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

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

The Contractor shall provide a representative from the control equipment vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following from the Contractor at traffic signal turn-ons.

One set of signal plans of record with field revisions marked in red ink.

Written notification from the Contractor and the equipment vendor of satisfactory field testing. A knowledgeable representative of the controller equipment supplier shall be required at the traffic signal turn-on. The representative shall be knowledgeable of the cabinet design and controller functions.

A copy of the approved material letter.

One (1) copy of the operation and service manuals of the signal controller and associated control equipment.

Five (5) copies 11" x 17" (280 mm X 430 mm) of the cabinet wiring diagrams.

The controller manufacturer shall supply a printed form, not to exceed 11" x 17" (280 mm X 430 mm) for recording the traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

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

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

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

# LOCATING UNDERGROUND FACILITIES.

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Revise Section 803 to the Standard Specifications to read:

If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

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

# **RESTORATION OF WORK AREA.**

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

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

# **ELECTRIC SERVICE INSTALLATION.**

Revise Section 805 of the Standard Specifications to read:

# Description.

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

# General.

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

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

#### Enclosures.

Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 0.080-inch (2.03 mm) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 14-inches (350 mm) high, 9-inches (225 mm) wide and 8-inches (200 mm) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.

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.

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.

Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.

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 VAC 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.

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.

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.

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.

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.

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.

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.

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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.**

Revise Section 806 of the Standard Specifications to read:

General.

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

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

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

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.

The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.

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.

Equipment grounding conductors shall be bonded, using a Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type

copper sleeve, sealant tape, and heat-shrinkable cap. A Listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations.

All metallic and non-metallic raceways containing traffic signal circuit runs shall have a continuous equipment grounding conductor, except raceways containing only detector loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to include an equipment grounding conductor.

4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.

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

## **GROUNDING EXISTING HANDHOLE FRAME AND COVER.**

Description.

This work shall consist of all materials and labor required to bond the equipment grounding conductor to the existing handhole frame and handhole cover. All installations shall meet the requirements of the details in the "District One Standard Traffic Signal Design Details," and applicable portions of the Standard Specifications and these specifications.

The equipment grounding conductor shall be bonded to the handhole frame and to the handhole cover. Two (2) <sup>1</sup>/<sub>2</sub>-inch diameter x 1 <sup>1</sup>/<sub>4</sub>-inch long hex-head stainless steel bolts, spaced 1.75-inches apart center-to-center shall be fully welded to the frame and to the cover to accommodate a heavy duty Listed grounding compression terminal (Burndy type YGHA or approved equal). The grounding compression terminal shall be secured to the bolts with stainless steel split-lock washers and nylon-insert locknuts.

Welding preparation for the stainless steel bolt hex-head to the frame and to the cover shall include thoroughly cleaning the contact and weldment area of all rust, dirt and contaminates. The Contractor shall assure a solid strong weld. The welds shall be smooth and thoroughly cleaned of flux and spatter. The grounding installation shall not affect the proper seating of the cover when closed.

The grounding cable shall be paid for separately.

#### Method of Measurement.

Units measured for payment will be counted on a per handhole basis, regardless of the type of handhole and its location.

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## Basis of Payment.

This work shall be paid for at the contract unit price each for GROUNDING EXISTING HANDHOLE FRAME AND COVER which shall be payment in full for grounding the handhole complete.

# COILABLE NON-METALLIC CONDUIT.

## Description.

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

## General.

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

Add the following to Article 810.03 of the Standard Specifications:

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

Add the following to Article 811.03 of the Standard Specifications:

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

# Basis of Payment.

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

# HANDHOLES.

Add the following to Section 814 of the Standard Specifications:

All handholes shall be concrete, poured in place, with inside dimensions of 21-1/2 inches (549mm) minimum. Frames and lid openings shall match this dimension. The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (15.875mm) diameter stainless 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.

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The minimum wall thickness for heavy duty hand holes shall be 12 inches (300mm).

All conduits shall enter the handhole at a depth of 30 inches (760mm) 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 (12.7 mm) diameter with two 90 degree bends and extend into the handhole at least 6 inches (150 mm). Hooks shall be placed a minimum of 12 inches (300 mm) below the lid or lower if additional space is required.

# **GROUNDING CABLE.**

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a Listed grounding connector (Burndy type KC/K2C, as applicable, or approved equal), to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

#### Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6, 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

# **RAILROAD INTERCONNECT CABLE.**

The cable shall meet the requirements of Section 873 of the Standard Specifications, except for the following:

Add to Article 873.02 of the Standard Specifications:

The railroad interconnect cable shall be three conductor stranded #14 copper cable in a clear polyester binder, shielded with #36 AWG tinned copper braid with 85% coverage, and insulated with .016" polyethylene (black, blue, red). The jacket shall be black 0.045 PVC or polyethylene.

Add the following to Article 873.05 of the Standard Specifications:

Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE IN CONDUIT, RAILROAD, NO. 14 3C, which price shall be payment in full for furnishing, installing, and making all electrical connections in the traffic signal controller cabinet. Connections in the railroad controller cabinet shall be performed by railroad personnel.

FIBER OPTIC TRACER CABLE.

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.

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# **MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.**

Revise Articles 850.02 and 850.03 of the Standard Specifications to read:

## Procedure.

The energy charges for the operation of the traffic signal installation shall be paid for by others. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof.

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

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries), telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State.

# Maintenance.

The maintenance shall be according to MAINTENANCE AND RESPONSIBILITY in Division 800 of these specifications and the following:.

The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain

a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.

The Contractor shall provide the Engineer with a 24 hour telephone number for the maintenance of the traffic signal installation and for emergency calls by the Engineer.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

The Contractor shall respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

# TRAFFIC ACTUATED CONTROLLER.

Add the following to Article 857.02 of the Standard Specifications:

Controllers shall be NTCIP compliant NEMA TS2 Type 1, Econolite ASC/3S-1000 or Eagle/Siemens M50 unless specified otherwise on the plans or elsewhere on these specifications. Only controllers supplied by one of the District One approved closed loop equipment manufacturers will be allowed. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval and include the standard data key. The traffic signal controller shall provide features to inhibit simultaneous display of a circular yellow ball and a yellow arrow display. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase. The controller shall prevent phases from being skipped during program changes and after all prevention events.

# MASTER CONTROLLER.

Revise Articles 860.02 - Materials and 860.03 - Installation of the Standard Specifications to read:

Only controllers supplied by one of the District approved closed loop equipment manufacturers will be allowed. Only NEMA TS 2 Type 1 Eagle/Siemens and Econolite closed loop systems shall be supplied. The latest model and software version of master controller shall be supplied.

Functional requirements in addition to those in Section 863 of the Standard Specifications include: The system commands shall consist of, as a minimum, six (6) cycle lengths, five (5) offsets, three (3) splits, and four (4) special functions. The system commands shall also include commands for free or coordinated operation.

Traffic Responsive operation shall consist of the real time acquisition of system detector data, data validation, and the scaling of acquired volumes and occupancies in a deterministic fashion so as to cause the selection and implementation of the most suitable traffic plan.

Upon request by the Engineer, each master shall be delivered with up to three (3) complete sets of the latest edition of registered remote monitoring software with full manufacture's support. Each set shall consist of software on CD, DVD, or other suitable media approved by the Engineer, and a bound set of manuals containing loading and operating instruction. One copy of the software and support data shall be delivered to the Agency in charge of system operation, if other than IDOT. One of these two sets will be provided to the Agency Signal Maintenance Contractor for use in monitoring the system.

The approved manufacturer of equipment shall loan the District one master controller and two intersection controllers of the most recent models and the newest software version to be used for instructional purposes in addition to the equipment to be supplied for the Contract.

The Contractor shall arrange to install a standard voice-grade dial-up telephone line to the master controller. This shall be accomplished through the following process utilizing District One staff. This telephone line may be coupled with a DSL line and a phone filter to isolate the dial-up line. An E911 address is required.

The cabinet shall be provided with an Outdoor Network Interface for termination of the telephone service. It shall be mounted to the inside of the cabinet in a location suitable to provide access for termination of the telephone service at a later date.

Full duplex communication between the master and its local controllers is recommended, but at this time not required. The data rate shall be 1200 baud minimum and shall be capable of speeds to 38,400 or above as technology allows. The controller, when installed in an Ethernet topology, may operate non-serial communications.

The cabinet shall be equipped with a 9600 baud, auto dial/auto answer modem. It shall be a US robotics 33.6K baud rate or equal.

As soon as practical or within one week after the contract has been awarded, the Contractor shall contact (via phone) the Administrative Support Manager in the District One Business Services Section at (847) 705-4011 to request a phone line installation.

A follow-up fax transmittal to the Administrative Support Manager (847-705-4712) with all required information pertaining to the phone installation is required from the Contractor as soon as possible or within one week after the initial request has been made. A copy of this fax transmittal must also be faxed by the Contractor to the Traffic Signal Systems Engineer at (847) 705-4089. The required information to be supplied on the fax shall include (but not limited to): A street address for the new traffic signal controller (or nearby address); a nearby existing telephone number; what type of telephone service is needed; the name and number of the Contractor's employee for the telephone company to contact regarding site work and questions.

The usual time frame for the activation of the phone line is 4-6 weeks after the Business Services Section has received the Contractor supplied fax. It is, therefore, imperative that the phone line conduit and pull-string be installed by the Contractor in anticipation of this time frame. On jobs which include roadway widening in which the conduit cannot be installed until this widening is completed, the Contractor will be allowed to delay the phone line installation request to the Business Services Section until a point in time that is 4-6 weeks prior to the anticipated completion of the traffic signal work. The contractor shall provide the Administrative Support Manager with an expected installation date considering the 4-6 week processing time.

The telephone line shall be installed and activated one month before the system final inspection.

All costs associated with the telephone line installation and activation (not including the Contract specified conduit installation between the point of telephone service and the traffic signal controller cabinet) shall be paid for by the District One Business Services Section (i.e., this will be an IDOT phone number not a Contractor phone number).

# **UNINTERRUPTIBLE POWER SUPPLY.**

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 six hours.

Add the following to Article 862.02 of the Standard Specifications:

Materials shall be according to Article 1074.04 as modified in UNINTERRUPTIBLE POWER SUPPLY in Division 1000 of these specifications.

Add the following to Article 862.03 of the Standard Specifications:

The UPS shall additionally include, but not be limited to, a battery cabinet. The UPS shall provide reliable emergency power to the traffic signals in the event of a power failure or interruption.

Revise Article 862.04 of the Standard Specifications to read:

#### Installation.

When a UPS is installed at an existing traffic signal cabinet, the UPS cabinet shall partially rest on the lip of the existing controller cabinet foundation and be secured to the existing controller cabinet by means of at least four (4) stainless steel bolts. The UPS cabinet shall be completely enclosed with the bottom and back constructed of the same material as the cabinet.

When a UPS is installed at a new signal cabinet and foundation, it shall be mounted as shown on the plans.

At locations where UPS is installed and Emergency Vehicle Priority System is in use, any existing incandescent confirmation beacons shall be replaced with LED lamps in accordance with the District One Emergency Vehicle Priority System specification at no additional cost to the contract.

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. Replacement of Emergency Vehicle Priority System confirmation beacons shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY item.

#### FIBER OPTIC CABLE.

Add the following to Article 871.01 of the Standard Specifications:

The Fiber Optic cable shall be installed in conduit or as specified on the plans.

Add the following to Article 872.02 of the Standard Specifications:

The control cabinet distribution enclosure shall be CSC FTWO12KST-W/O 12 Port Fiber Wall Enclosure or an approved equivalent. The fiber optic cable shall provide six fibers per tube for the amount of fibers called for in the Fiber Optic Cable pay item in the Contract. Fiber Optic cable may be gel filled or have an approved water blocking tape.

Add the following to Article 871.04 of the Standard Specifications:

A minimum of six multimode fibers from each cable shall be terminated with approved mechanical connectors at the distribution enclosure. Fibers not being used shall be labeled "spare." Fibers not attached to the distribution enclosure shall be capped and sealed. A minimum of 13.0 feet (4m) of extra cable length shall be provided for controller cabinets. The controller cabinet extra cable length shall be stored as directed by the Engineer.

Add the following to Article 871.06 of the Standard Specifications:

The distribution enclosure and all connectors will be included in the cost of the fiber optic cable.

# MAST ARM ASSEMBLY AND POLE.

Revise Article 877.01 of the Standard Specifications to read:

# Description.

This work shall consist of furnishing and installing a steel mast arm and assembly and a galvanized steel or extruded aluminum shroud for protection of the base plate.

Revise Article 877.03 of the Standard Specifications:

Mast arm assembly and pole shall be as follows.

(a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.

(1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4th Edition.

Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.

Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

(4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer for approval prior to fabrication. These drawings shall be at least  $11 \times 17$  in. (275 x 425 mm) in size and of adequate quality for microfilming.

(b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105, coated by the hot-dip galvanizing process according to AASHTO M 232, and shall be threaded a minimum of  $7 \frac{1}{2}$  in. (185 mm) at one end and have a bend at the other end. The first 12 in. (300 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized.

(c) The galvanized steel or extruded aluminum shroud shall have dimensions similar to those detailed in the "District One Standard Traffic Signal Design Details." The shroud shall be installed such that it 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.

Add the following to Article 877.04 of the Standard Specifications:

The shroud shall not be paid for separately but shall be included in the cost of the mast arm assembly and pole.

# **CONCRETE FOUNDATIONS.**

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) from the threaded end.

Concrete Foundations, Type "A" for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the "District One Standard Traffic Signal Design Details." All Type "A" foundations shall be a minimum depth of 48 inches (1220 mm).

Concrete Foundations, Type "C" for Traffic Signal Cabinets with Uninterruptible Power Supply (UPS) cabinet installations shall be a minimum of 72 inches (1830 mm) long and 31 inches (790 mm) wide. All Type "C" foundations shall be a minimum depth of 48 inches (1220 mm). The concrete apron in front of the Type IV or V cabinet shall be 36 in. x 48 in. x 5 in. (915 mm X 130 mm). The concrete apron in front of the UPS cabinet shall be 36 in. x 67 in. x 5 in. (915 mm X 1700 mm X 130 mm). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "D" for Traffic Signal Cabinets shall be a minimum of 48 inches (1220 mm) long and 31 inches (790 mm) wide. All Type "D" foundations shall be a minimum depth of 48 inches (1220 mm). The concrete apron shall be 36 in. x 48 in. x 5 in. (910 mm X 1220 mm X 130 mm). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "E" for Mast Arm and Combination Mast Arm Poles shall meet the current requirements listed in the Highway Standards.

Foundations used for Combination Mast Arm Poles shall provide an extra 2-1/2 inch (65 mm) raceway.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

# SIGNAL HEAD, LED

Revise Article 880.02 of the Standard Specifications to read:

# Materials.

Materials shall be according to SIGNAL HEAD, LED in Division 1000 of these specifications.

Add the following to Article 880.04 of the Standard Specifications:

#### Basis of Payment.

The price for SIGNAL HEAD, LED shall be payment in full for furnishing the equipment described above including signal head with LED modules, all mounting hardware, and installing them in satisfactory operating condition.

# SIGNAL HEAD, LED, RETROFIT

# Description.

This work shall consist of retrofitting an existing polycarbonate traffic signal head with a traffic signal module, pedestrian signal module, and pedestrian countdown signal module, with light emitting diodes (LEDs) as specified in the plans.

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Materials.

Materials shall be according to SIGNAL HEAD, LED, and PEDESTRIAN COUNTDOWN SIGNAL HEAD, LED in Divisions 800 and 1000 of these specifications. Add the following to Article 880.04 of the Standard Specifications:

Basis of Payment.

This item shall be paid for at the contract unit price each for SIGNAL HEAD, LED, RETROFIT, or PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, for the type and number of polycarbonate signal heads, faces, and sections specified, which price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of faces and the method of mounting.

# PEDESTRIAN SIGNAL HEAD, LED

Revise Article 881.01 of the Standard Specifications to read:

Description.

This work shall consist of furnishing and installing a pedestrian signal head with light emitting diodes (LED) or pedestrian countdown signal head, with light emitting diodes (LED) of the type specified in the plans.

All pedestrian signals at an intersection shall be the same type and have the same display. No mixing of different types of pedestrian traffic signals or displays will be permitted.

Revise Article 881.02 of the Standard Specifications to read:

Materials.

Materials shall be according to SIGNAL HEAD, LED, and PEDESTRIAN COUNTDOWN SIGNAL HEAD, LED in Divisions 800 and 1000 of these specifications.

Add the following to Article 881.03 of the Standard Specifications:

(a) Pedestrian Countdown Signal Heads.

(1) Pedestrian Countdown Signal Heads shall not be installed at signalized intersections where traffic signals and railroad warning devices are interconnected.

(2) Pedestrian Countdown Signal Heads shall be 16 inch (406mm) x 18 inch (457mm), for single units with the housings glossy black polycarbonate. Connecting hardware and mounting brackets

shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.

(3) Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 inches (229mm) in height and easily identified from a distance of 120 feet (36.6m).

Revise Article 881.04 of the Standard Specifications to read:

# Basis of Payment.

This item shall be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, LED, or PEDESTRIAN COUNTDOWN SIGNAL HEAD, LED, of the type specified and of the particular kind of material when specified, which price shall be payment in full for furnishing the equipment described above including signal head with LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of faces and the method of mounting.

# **DETECTOR LOOP.**

Revise Section 886 of the Standard Specifications to read:

# Description.

This work shall consist of furnishing and installing a detector loop in the pavement.

# Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4424 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface, using the same notification process as above.

# Installation.

Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit PLFIM water proof tag, or an approved equal, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 1/4 inch (6.3 mm) deep x 4 inches (100 mm) saw cut to mark location of each loop lead-in.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement AC Grade or an approved equal. The sealant shall be installed 1/8 inch (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Detector loop measurements shall include the saw cut and the length of the loop lead-in to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.

Preformed. This work shall consist of furnishing and installing a rubberized or crosslinked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

Preformed detector loops shall be installed in new pavement constructed of Portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the subbase. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.

Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. Non-metallic coilable duct, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.

Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16 inch (17.2 mm) outside diameter (minimum), 3/8 inch (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No

joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

#### Method of Measurement.

This work will be measured for payment in feet (meters) in place. Type I detector loop will be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire. Preformed detector loops will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire.

#### Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

#### EMERGENCY VEHICLE PRIORITY SYSTEM.

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, maximum 6 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

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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 4D-11 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  $\pm 0.002$ , or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District.

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. 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.

# TEMPORARY TRAFFIC SIGNAL INSTALLATION.

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, uninterruptible power supply, and signing. Temporary traffic signal controllers and cabinets interconnected to railroad traffic control devices shall be new. When temporary traffic signals will be operating within a county or local agency Traffic Management System, the equipment must be NTCIP compliant and compatible with the current operating requirements of the Traffic Management System.

General.

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal cabinet. Also, an approved equipment vendor shall assemble and test a temporary railroad traffic signal cabinet. (Refer to the "Inspection of Controller and Cabinet" specification). A representative of the approved control equipment vendor shall be present at the temporary traffic signal turn-on inspection.

Construction Requirements.

(a) Controllers.

1. Only controllers supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary signal locations. All controllers used for temporary traffic signals shall be fully actuated NEMA microprocessor based with RS232 data entry ports compatible with existing monitoring software approved by IDOT District 1, installed in NEMA TS2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length. All controllers used for temporary traffic signals shall meet or exceed the requirements of Section 857 of the Standard Specifications with regards to internal time base coordination and preemption. All railroad interconnected temporary controllers and cabinets shall be new and shall satisfy the requirements of Article 857.02 of the Standard Specifications as modified herein.

2. All control equipment for the temporary traffic signal(s) shall be furnished by the Contractor unless otherwise stated in the plans. On projects with multiple temporary traffic signal installations, all controllers shall be the same manufacturer brand and model number with current software installed.

(b) Cabinets. All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 4 inch (100 mm) diameter holes to run the electric cables through. The 4 inch (100 mm) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.

(c) Grounding. Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electrical Code, Section 807 of the Standard Specifications and shall meet the requirements of the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems."

(d) Traffic Signal Heads. All traffic signal sections and pedestrian signal sections shall be 12 inches (300 mm). Traffic signal sections shall be LED with expandable view, unless otherwise approved by the Engineer. The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or 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 shall be installed into the temporary controller cabinet as per the notes or details on the plans. All labor and equipment required to install and maintain the existing interconnect as part of the Temporary Traffic Signal Installation shall be included in the item Temporary Traffic Signal Installation. When shown in the plans, temporary traffic signal interconnect equipment shall be furnished and installed. The temporary traffic signal interconnect shall maintain interconnect communications throughout the entire signal system for the duration of the project.

3. Temporary wireless interconnect, compete. The radio interconnect system shall be compatible with Eagle or Econolite controller closed loop systems. This item shall include all materials, labor and testing to provide the completely operational closed loop system as shown on the plans. The radio interconnect system shall include the following components:

- a. Rack or Shelf Mounted RS-232 Frequency Hopping Spread Spectrum (FHSS) Radio
- b. Software for Radio Configuration (Configure Frequency and Hopping Patterns)
- c. Antennas (Omni Directional or 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 this item.

The radio interconnect system may operate at 900Mhz (902-928) or 2.4 Ghz depending on the results of a site survey. The telemetry shall have an acceptable rate of transmission errors, time outs, etc. comparable to that of a hardwire system.

The proposed master controller and telemetry module shall be configured for use with the radio interconnect at a minimum rate of 9600 baud.

The radio interconnect system shall include all other components required for a complete and fully functional telemetry system and shall be installed in accordance to the manufacturers recommendations.

The following radio equipment is currently approved for use in Region One/District One: Encom Model 5100 and Intuicom Communicator II.

(f) Emergency Vehicle Pre-Emption. All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 hz  $\pm 0.002$ , 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 as shown on the plans or as directed by the Engineer. Pedestrian push buttons shall be provided for all pedestrian signal heads/phases as shown on the plans or as directed by the Engineer. All approaches shall have vehicular detection provided by vehicle detection system as shown on the plans or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection system shall be approved by IDOT prior to Contractor furnishing and installing. The Contractor shall install, wire, and adjust the alignment of the microwave vehicle sensor or video vehicle detection system in accordance to the manufacturer's recommendations and requirements. The Contractor shall be responsible for adjusting the alignment of the microwave vehicle sensor or video vehicle detection system in system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection systems and shall be included in the item Temporary Traffic Signal Installation.

(h) Uninterruptible Power Supply. When called for in the plans, the UPS cabinet shall be mounted to the temporary traffic signal cabinet and meet the requirements of UNINTERRUPTIBLE POWER SUPPLY in Divisions 800 and 1000 of these specifications.

(i) Signs. All existing street name and intersection regulatory signs shall be removed from existing poles and relocated to the temporary signal span wire. If new mast arm assembly and pole(s) and posts are specified for the permanent signals, the signs shall be relocated to the new equipment at no extra cost.

(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 MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION in Division 800 of these specifications. Maintenance of temporary signals and of the existing signals shall be included in the cost of the TEMPORARY TRAFFIC SIGNAL INSTALLATION pay item. When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as he begins any physical work on the Contract or any portion thereof. In addition, a minimum of seven (7) days prior to assuming maintenance of the existing traffic signal installation(s) under this Contract, the Contractor shall request that the Resident Engineer contact the Bureau of Traffic Operations (847) 705-4424 for an inspection of the installation(s).

(1) Temporary Traffic Signals for Bridge Projects. Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District One Traffic Signal Specifications and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION specification. In addition all electric cable shall be aerially suspended, at a minimum height of 18 feet (5.5m) on temporary wood poles (Class 5 or better) of 45 feet (13.7 m) minimum height. The signal heads shall be span wire mounted or bracket mounted to the wood pole or as directed by the Engineer. The Controller cabinet shall be mounted to the wood pole as shown in the plans, or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection system may be used in place of detector loops as approved by the Engineer.

(m) Temporary Portable Traffic Signal for Bridge Projects.

1. Unless otherwise directed by the Engineer, temporary portable traffic signals shall be restricted to use on roadways of less than 8000 ADT that have limited access to electric utility service, shall not be installed on projects where the estimated need exceeds ten (10) weeks, and shall not be in operation during the period of November through March. The Contractor shall replace the temporary portable traffic signals with temporary span wire traffic signals noted herein at no cost to the contract if the bridge project or Engineer requires temporary traffic signals to remain in operation into any part of period of November through March. If, in the opinion of the engineer, the reliability and safety of the temporary portable traffic signal is not similar to that of a temporary span wire traffic signals with temporary span wire the temporary portable traffic signals noted herein at no cost to the contract of the temporary portable traffic signal is not similar to that of a temporary span wire traffic signals noted herein at no cost to the temporary span wire traffic signals noted herein at no cost to the temporary portable traffic signals noted herein at no cost to the temporary span wire traffic signal is not similar to that of a temporary span wire traffic signals noted herein at no cost to the contract.

2. The controller and LED signal displays shall meet the Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION specification.

3. Work shall be according to Article 701.18(b) of the Standard Specifications except as noted herein.

4. General.

a. The temporary portable bridge traffic signals shall be trailer-mounted units. The trailermounted 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 applicatble portions of the currently adopted version of the Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois MUTCD. The signal system shall be designed to continuously operate over an ambient temperature range between -30 °F (-34 °C) and 120 °F (48 °C). When not being utilized to inform and direct traffic, portable signals shall be treated as nonoperating equipment according to Article 701.11.

g. Basis of Payment. This work will be paid for according to Article 701.20(c).

## Basis of Payment.

This work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL INSTALLATION, TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION, or TEMPORARY

PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION, the price of which shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, microwave vehicle sensors, video vehicle detection system, any maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, all material required, the installation and complete removal of the temporary traffic signal. Each intersection will be paid for separately.

### **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.**

Add the following to Article 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of outside the right-of-way at the Contractor's expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the State's Electrical Maintenance Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

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

### TRAFFIC SIGNAL PAINTING.

#### Description.

This work shall include surface preparation, powder type painted finish application and packaging of new galvanized steel traffic signal mast arm poles and posts assemblies. All work associated with applying the painted finish shall be performed at the manufacturing facility for the pole assembly or post or at a painting facility approved by the Engineer. Traffic signal mast arm shrouds and post bases shall also be painted the same color as the pole assemblies and posts.

#### Surface Preparation.

All weld flux and other contaminates shall be mechanically removed. The traffic mast arms and post assemblies shall be degreased, cleaned, and air dried to assure all moisture is removed.

#### Painted Finish.

All galvanized exterior surfaces shall be coated with a urethane or triglycidyl isocyanurate (TGIC) polyester powder to a dry film thickness of 2.0 mils. Prior to application, the surface shall be mechanically etched by brush blasting (Ref. SSPC-SP7) and the zinc coated substrate preheated to 450 °F for a minimum one (1) hour. The coating shall be electrostatically applied and cured by elevating the zinc-coated substrate temperature to a minimum of 400 °F.

The finish paint color shall be one of the manufacturer's standard colors and shall be as selected by the local agency responsible for paint costs. The Contractor shall confirm, in writing, the color selection with the local responsible agency and provide a copy of the approval to the Engineer and a copy of the approval shall be included in the material catalog submittal.

Painting of traffic signal heads, pedestrian signal heads and controller cabinets is not included in this pay item.

Any damage to the finish after leaving the manufacturer's facility shall be repaired to the satisfaction of the Engineer using a method recommended by the manufacturer and approved by the Engineer. If while at the manufacturer's facility the finish is damaged, the finish shall be re-applied at no cost to the contract.

#### Warranty.

The Contractor shall furnish in writing to the Engineer, the paint manufacturer's standard warranty and certification that the paint system has been properly applied.

#### Packaging.

Prior to shipping, the poles and posts shall be wrapped in ultraviolet-inhibiting plastic foam or rubberized foam.

#### Basis of Payment.

This work shall be paid for at the contract unit price each for PAINT NEW MAST ARM AND POLE, UNDER 40 FEET (12.19 METER), PAINT NEW MAST ARM AND POLE, 40 FEET (12.19 METER) AND OVER, PAINT NEW COMBINATION MAST ARM AND POLE, UNDER 40 FEET (12.19 METER), PAINT NEW COMBINATION MAST ARM AND POLE, 40 FEET (12.19 METER) AND OVER, or PAINT NEW TRAFFIC SIGNAL POST of the length specified, which shall be payment in full for painting and packaging the traffic signal mast arm poles and posts described above including all shrouds, bases and appurtenances.

#### **ILLUMINATED STREET NAME SIGN**

#### Description.

This work shall consist of furnishing and installing a LED internally illuminated street name sign.

#### Materials.

Materials shall be in accordance with ILLUMINATED STREET NAME SIGN in Division 1000 of these specifications.

#### Installation.

The sign can be mounted on most steel mast arm poles. Mounting on aluminum mast arm pole requires supporting structural calculations. Some older or special designed steel mast arm poles may require structural evaluation to assure that construction of the mast arm pole is adequate for the proposed additional loading. Structural calculations and other supporting documentation as determined by the Engineer shall be provided by the contractor for review by the Department.

The sign shall be located on a steel traffic signal mast arm no further than 8-feet from the center of the pole to the center of the sign at a height of between 16 to 18-feet above traveled pavement. Mounting hardware shall be Pelco model SE-5015, or approved equal, utilizing stainless steel components.

Signs shall be installed such that they are not energized when traffic signals are powered by an alternate energy source such as a generator or uninterruptible power supply (UPS). The signs shall be connected to the generator or UPS bypass circuitry.

#### Basis of Payment.

This work will be paid for at the contract unit price each for ILLUMINATED STREET NAME SIGN, of the length specified which shall be payment in full for furnishing and installing the LED internally illuminated street sign, complete with circuitry and mounting hardware including photo cell, circuit breaker, fusing, relay, connections and cabling as shown on the plans for proper operation and installation.

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

#### Description.

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

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

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

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

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

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

(a) LEVEL I Re-Optimization

1. The following tasks are associated with LEVEL I Re-Optimization.

a. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system.

b. Proposed signal timing plan for the new or modified intersection(s) shall be forwarded to IDOT for review prior to implementation.

c. Consultant shall conduct on-site implementation of the timings at the turn-on and make finetuning adjustments to the timings of the subject intersection in the field to alleviate observed adverse operating conditions and to enhance operations.

2. The following deliverables shall be provided for LEVEL I Re-Optimization.

a. Consultant shall furnish to IDOT a cover letter describing the extent of the re-optimization work performed.

b. Consultant shall furnish an updated intersection graphic display for the subject intersection to IDOT and to IDOT's Traffic Signal Maintenance Contractor.

(b) LEVEL II Re-Optimization

1. In addition to the requirements described in the LEVEL I Re-Optimization above, the following tasks are associated with LEVEL II Re-Optimization.

a. Traffic counts shall be taken at the subject intersection after the traffic signals are approved for operation by the Area Traffic Signal Operations Engineer. Manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 6:30 p.m. on a typical weekday from midday Monday to midday Friday. The turning movement counts shall identify cars, and single-unit, multi-unit heavy vehicles, and transit buses.

b. As necessary, the intersections shall be re-addressed and all system detectors reassigned in the master controller according to the current standard of District One.

c. Traffic responsive program operation shall be evaluated to verify proper pattern selection and lack of oscillation and a report of the operation shall be provided to IDOT.

2. The following deliverables shall be provided for LEVEL II Re-Optimization.

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

(1) Brief description of the project

(2) Printed copies of the analysis output from Synchro (or other appropriate, approved optimization software file)

(3) Printed copies of the traffic counts conducted at the subject intersection

b. Consultant shall furnish to IDOT two (2) CDs for the optimized system. The CDs shall include the following elements:

(1) Electronic copy of the technical memorandum in PDF format

(2) Revised Synchro files (or other appropriate, approved optimization software file) including the new signal and the rest of the signals in the closed loop system

(3) Traffic counts conducted at the subject intersection

(4) New or updated intersection graphic display file for the subject intersection

(5) The CD shall be labeled with the IDOT system number and master location, as well as the submittal date and the consultant logo. The CD case shall include a clearly readable label displaying the same information securely affixed to the side and front.

### Basis of Payment.

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

## **OPTIMIZE TRAFFIC SIGNAL SYSTEM.**

### 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 note herein.

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

(a) The following tasks are associated with OPTIMIZE TRAFFIC SIGNAL SYSTEM.

1. Appropriate signal timings and offsets shall be developed for each intersection and 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. 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.

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 comparative evaluations. These studies should utilize specialized electronic timing and measuring devices.

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

# Cover Page in color showing a System Map

### Figures

1. System overview map – showing system number, system schematic map with numbered system detectors, oversaturated movements, master location, system phone number, cycle lengths, and date of completion.

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с.	Traffic counts for the optimized system
d.	New or updated intersection graphic display files for each of the system
	sections and the system graphic display file including system detector locations and
addr	esses.

### Basis of Payment.

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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 the report and CD have been submitted.

### **TEMPORARY TRAFFIC SIGNAL TIMINGS**

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 TIMINGS.

(a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings. Make fine-turning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.

(b) Consultant shall provide monthly observation of traffic signal operations in the field.

(c) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.

(d) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.

### Basis of Payment.

The work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL TIMINGS, 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.

### **DIVISION 1000 MATERIALS**

### **PEDESTRIAN PUSH-BUTTON.**

Revise Article 1074.02 of the Standard Specifications to read:

(a) General. Push-button assemblies shall be ADA compliant, highly vandal resistant, be pressure activated with minimal movement and cannot be stuck in a closed or constant call position. A red latching LED and audible tone shall be provided for confirmation of an actuation call.

(b) Latching LED. The normal state of the LED shall be off. When the push button is pressure activated, the LED shall be lighted and remain on until the beginning of the walk phase. The latching relay shall be mounted in the signal cabinet, controlling two pedestrian phases.

(b) Housing. The push-button housing shall be solid 6061 aluminum and powder coated yellow, unless otherwise noted on the plans.

(c) Actuator. The actuator shall be stainless steel with a solid state electronic Piezo switch rated for a minimum of 20 million cycles with no moving plunger or moving electrical contacts. The operating voltage shall be 12-24 V AC/DC.

(d) Pedestrian Station. Stations shall be designed to be mounted directly to a post, mast arm pole or wood pole. The station shall be aluminum and will accept a 3-inch round push button assembly and a 9 X 12-inch R10-3e sign with arrow(s) for a count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a 5 X 7  $\frac{3}{4}$  -inch R10-3b or R10-3d sign with arrow(s).

(e) Location. Pedestrian push buttons and stations shall be mounted on poles and/or posts as shown on the plans and shall be fully accessible from a paved or concrete surface. See the District's Detail sheets for orientation and mounting details.

## **CONTROLLER CABINET AND PERIPHERAL EQUIPMENT.**

Add the following to Article 1074.03 of the Standard Specifications:

(a) (6) Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.

(b) (5) Cabinets – Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.

(b) (6) Controller Harness – Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.

(b) (7) Surge Protection – Plug-in type EDCO SHA-1250 or Atlantic/Pacific approved equal.

(b) (8) BIU – Containment screw required.

(b) (9) Transfer Relays – Solid state or mechanical flash relays are acceptable.

(b) (10) Switch Guards – All switches shall be guarded.

(b) (11) Heating – Two (2) porcelain light receptacles with cage protection controlled by both a wall switch and a thermostat or a thermostatically controlled 150 watt strip heater.

(b) (12) Plan & Wiring Diagrams – 12" x 16" (3.05mm x 4.06mm) moisture sealed container attached to door.

(b) (13) Detector Racks – Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channels (16) of vehicular operation.

(b) (14) Field Wiring Labels – All field wiring shall be labeled.

(b) (15) Field Wiring Termination – Approved channel lugs required.

(b) (16) Power Panel – Provide a nonconductive shield.

(b) (17) Circuit Breaker – The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.

(b) (18) Police Door – Provide wiring and termination for plug in manual phase advance switch.

(b) (19) Railroad Pre-Emption Test Switch – Eaton 8830K13 SHA 1250 or equivalent.

## RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET.

Controller shall comply with Article 1073.01 as amended in these Traffic Signal Special Provisions.

Controller Cabinet and Peripheral Equipment shall comply with Article 1074.03 as amended in these Traffic Signal Special Provisions.

Add the following to Articles 1073.01 (c) (2) and 1074.03 (a) (5) (e) of the Standard Specifications:

Controllers and cabinets shall be new and NEMA TS2 Type 1 design.

A method of monitoring and/or providing redundancy to the railroad preemptor input to the controller shall be included as a component of the Railroad, Full Actuated Controller and Cabinet installation and be verified by the traffic signal equipment supplier prior to installation.

Railroad interconnected controllers and cabinets shall be assembled only by an approved traffic signal equipment supplier. All railroad interconnected (including temporary railroad interconnect) controllers and cabinets shall be new, built, tested and approved by the controller equipment vendor, in the vendor's District One facility, prior to field installation. The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment.

## **UNINTERRUPTIBLE POWER SUPPLY.**

Revise Article 1074.04(a)(1) of the Standard Specifications to read:

The UPS shall be line interactive and provide voltage regulation and power conditioning when utilizing utility power. The UPS shall be sized appropriately for the intersection's normal traffic signal operating connected load, plus 20 percent (20%). The total connected traffic signal load shall not exceed the published ratings for the UPS. The UPS shall provide a minimum of six (6) hours of normal operation run-time for signalized intersections with LED type signal head optics at 77 °F (25 °C) (minimum 700 W/VA active output capacity, with 90 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, service receptacles, any lighted street name signs, any automated enforcement equipment and any other devices directed by the Engineer.

Revise Article 1074.04(b)(2)b of the Standard Specifications to read:

Batteries, inverter/charger and power transfer relay shall be housed in a separate NEMA Type 3R cabinet. The cabinet shall be Aluminum alloy, 5052-H32, 0.125-inch thick and have a natural mill finish.

Revise Article 1074.04(b)(2)c of the Standard Specifications to read:

No more than three batteries shall be mounted on individual shelves for a cabinet housing six batteries and no more than four batteries per shelf for a cabinet housing eight batteries.

Revise Article 1074.04(b)(2)e of the Standard Specifications to read:

The battery cabinet housing shall have the following nominal outside dimensions: a width of 25 in. (785 mm), a depth of 16 in. (440 mm), and a height of 41 to 48 in. (1.1 to 1.3 m). Clearance between shelves shall be a minimum of 10 in. (250 mm).

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 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 (Hubbell model HBL4716C or approved equal). Access to the generator inlet shall be from a secured weatherproof lift cover plate or behind a locked battery cabinet police panel.

Battery System. 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 leadcalcium based, silver alloy, valve regulated lead acid (VRLA) requiring no maintenance. All batteries in a UPS installation shall be the same type; mixing of gel cell and AGM types within a UPS installation is not permitted.

Revise Article 1074.04(d)(4) of the Standard Specifications to read:

Batteries shall be certified by the manufacturer to operate over a temperature range of -13 to 160 °F (-25 to + 71 °C) for gel cell batteries and -40 to 140 °F (-40 to + 60 °C) for AGM type batteries.

Add the following to Article 1074.04(d) of the Standard Specifications:

(9) The UPS shall consist of an even number of batteries that are capable of maintaining normal operation of the signalized intersection for a minimum of 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.

Add the following to the Article 1074.04 of the Standard Specifications:

(e) Warranty. The warranty for an uninterruptible power supply (UPS) shall cover a minimum of two years from date the equipment is placed in operation; however, the batteries of the UPS shall be warranted for full replacement for a minimum of five years from the date the traffic signal and UPS are placed into service.

### ELECTRIC CABLE.

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

## TRAFFIC SIGNAL POST.

Add the following to Article 1077.01 (b) of the Standard Specifications:

All posts and bases shall be steel and hot dipped galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with TRAFFIC SIGNAL PAINTING in Division 800 of these specifications.

## MAST ARM ASSEMBLY AND POLE.

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

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer. All poles shall be galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with with TRAFFIC SIGNAL PAINTING in Division 800 of these specifications.

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.

### SIGNAL HEADS.

Add the following to Section 1078 of the Standard Specifications:

All signal and pedestrian heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and

shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

Pedestrian signal heads shall be furnished with the international symbolic "Walking Person" and "Upraised Palm" displays. Egg crate sun shields are not permitted.

Signal heads shall be positioned according to the "District One Standard Traffic Signal Design Details."

### SIGNAL HEAD, LIGHT EMITTING DIODE.

Add the following to Article 1078 of the Standard Specifications

### General.

LED signal heads (All Face and Section Quantities), (All Mounting Types) shall conform fully to the requirements of Articles 1078.01 and 1078.02 of the Standard Specifications amended herein.

1. 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>60 months</u> from the date of delivery. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTSCH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants within the first <u>60 months</u> of the date of delivery shall be replaced or repaired. The manufacturer's written warranty for the LED signal modules shall be dated, signed by an Officer of the company and included in the product submittal to the State.

2. Each module shall consist of an assembly that utilizes LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections.

- (a) Physical and Mechanical Requirements
- 1. Modules can be manufactured under this specification for the following faces:
- a. 12 inch (300 mm) circular, multi-section
- b. 12 inch (300 mm) arrow, multi-section
- c. 12 inch (300 mm) pedestrian, 2 sections

2. The maximum weight of a module shall be 4 lbs. (1.8 kg).

3. Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.

4. Material used for the lens and signal module construction shall conform to ASTM specifications for the materials.

5. The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.

6. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.

7. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 inch (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 inch (12.7mm) letters next to the symbol.

(b) Photometric Requirements

1. The minimum initial luminous intensity values for the modules shall conform to the values in Table 1 of the VTCSH (2005) for circular signal indications, and as stated in Table 3 of these specifications for arrow and pedestrian indications at 25 °C.

2. The modules shall meet or exceed the illumination values stated in Article 1078.01(3)c of the Standard Specifications for circular signal indications, and Table 3 of these specifications for arrow and pedestrian indications, throughout the useful life based on normal use in a traffic signal operation over the operating temperature range.

3. The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of Section 4.2 of the VTCSH (2005) or applicable successor ITE specifications.

4. The LEDs utilized in the modules shall be AlInGaP technology for red, yellow, Portland orange (pedestrian) and white (pedestrian) indications, and GaN for green indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40  $^{\circ}$ C to +74  $^{\circ}$ 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 mAAC (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. 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.

(d) Retrofit Traffic Signal Module

1. The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.

2. Retrofit modules can be manufactured under this specification for the following faces:

a. 12 inch (300 mm) circular, multi-section

b. 12 inch (300 mm) arrow, multi-section

c. 12 inch (300 mm) pedestrian, 2 sections

3. Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.

4. The maximum weight of a Retrofit module shall be 4 lbs. (1.8 kg).

5. Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.

6. Electrical conductors for modules, including Retrofit modules, shall be 39.4 inches (1m) in length, with quick disconnect terminals attached.

7. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.

(e) The following specification requirements apply to the 12 inch (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.

1. The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.

2. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.

(f) The following specification requirement applies to the 12 inch (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.

1. The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.

(g) The following specification requirements apply to the 12 inch (300 mm) Pedestrian module only. All general specifications apply unless specifically superseded in this section.

1. Each pedestrian signal LED module shall provide the ability to actuate the solid upraised hand and the solid walking person on one 12 inch (300mm) section.

2. Two (2) pedestrian sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man.

3. "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches (225mm) in height and easily identified from a distance of 120-feet (36.6m).

## PEDESTRIAN COUNTDOWN SIGNAL HEAD, LIGHT EMITTING DIODE.

### Add the following to Article 1078.02 of the Standard Specifications:

### General.

1. The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. Module shall not have user accessible switches or controls for modification of cycle.

2. At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.

3. The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.

4. The module shall allow for consecutive cycles without displaying the steady Upraised Hand.

5. The module shall recognize preemption events and temporarily modify the crossing cycle accordingly.

6. If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.

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

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

9. If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.

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

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

12. The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.

13. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.

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

15. The LEDs utilized in the modules shall be AlInGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.

16. The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

### Electrical.

1. Maximum power consumption for LED modules is 29 watts.

2. The measured chromaticity shall remain unchanged over the input line voltage range listed of 80 VAC to 135 VAC.

## SIGNAL HEAD, BACKPLATE.

Delete 1<sup>st</sup> sentence of Article 1078.03 of the Standard Specifications and add "All backplates shall be aluminum and louvered".

### **INDUCTIVE LOOP DETECTOR.**

Add the following to Article 1079.01 of the Standard Specifications:

Contracts requiring new cabinets shall provide for rack mounted detector amplifier cards. Detector amplifiers shall provide LCD displays with loop frequency, inductance, and change of inductance readings.

## **ILLUMINATED SIGN, LIGHT EMITTING DIODE.**

Delete 2<sup>nd</sup> paragraph of Article 1084.01(a) and add "Mounting hardware shall be black polycarbonate or galvanized steel and similar to mounting Signal Head hardware and brackets specified herein and shall provide tool free access to the interior.

Add the following to Article 1084.01 (b) of the Standard Specifications:

The message shall be formed by rows of LEDs. The sign face shall be 24 inches (600 mm) by 24 inches (600 mm).

Add the following to Article 1084.01 of the Standard Specifications:

(e) The light emitting diode (LED) blank out signs shall be manufactured by National Sign & Signal Company, or an approved equal and consist of a weatherproof housing and door, LEDs and transformers.

#### **ILLUMINATED STREET NAME SIGN**

The illuminate street name sign shall be as follows.

#### (a) Description.

The LEDs shall be white in color and utilize InGaN or UV thermally efficient technology. The LED Light Engines shall be designed to fit inside a standard fluorescent illuminated street sign housing in lieu of fluorescent lamps and ballasts or a slim line type housing. The LED internally-illuminated street name sign shall display the designated street name clearly and legibly in the daylight hours without being energized and at night when energized. The sign assembly shall consist of a four-, six-, or eight-foot aluminum housing. White translucent 3M (or approved equal) DG<sup>3</sup> reflective sheeting sign faces with the street name applied in 3M (or approved equal)/Scotchlite Series 1177 or current 3M (or approved equal) equivalent transparent green shall be installed in hinged doors on the side of the sign for easy access to perform general cleaning and maintenance operations. Illumination shall occur with LED Light Engine as specified.

(b) Environmental Requirements.

The LED lamp shall be rated for use in the ambient operating temperature range of -40 to  $+50^{\circ}C$  (-40 to  $+122^{\circ}F$ ) for storage in the ambient temperature range of -40 to  $+75^{\circ}C$  (-40 to  $+167^{\circ}F$ ).

(c) General Construction.

The LED Light Engine shall be a single, self-contained device, for installation in an existing street sign housing. The power supply must be designed to fit and mounted on the inside wall at one end of the street sign housing. The LED Light Engine shall be mounted within the inner top portion of the housing and no components of the light source shall sit between the sign faces.

The assembly and manufacturing processes of the LED Light Engine shall be designed to ensure that all LED and electronic components are adequately supported to withstand mechanical shocks and vibrations in compliance with the specifications of the ANSI, C136.31-2001 standards.

#### (d) Mechanical Construction.

The sign shall be constructed using a weatherproof, aluminum housing consisting of an extruded aluminum top with a minimum thickness of .140" x 10  $\frac{3}{4}$ " deep (including the drip edge). The extruded aluminum bottom is .094" thick x 5 7/8" deep. The ends of the housing shall be cast aluminum with a minimum thickness of .250". A six-foot sign shall be 72 5/8" long and 22 5/16" tall and not weigh more than 77 pounds. An eight-foot sign shall be 96 5/8" long and 22 5/16" tall and not weigh more than 92 pounds. All corners are continuous TIG (Tungsten Inert Gas) welded to provide a weatherproof seal around the entire housing.

The door shall be constructed of extruded aluminum. Two corners are continuous TIG welded with the other two screwed together to make one side of the door removable for installation of the sign

face. The door is fastened to the housing on the bottom by a full length, .040" x 1 1/8" open stainless steel hinge. The door shall be held secure onto a 1" wide by 5/32" thick neoprene gasket by three (six total for two-way sign) quarter-turn fasteners to form a watertight seal between the door and the housing.

The sign face shall be constructed of .125" white translucent polycarbonate. The letters shall be 8" upper case and 6" lower case. The sign face legend background shall consist of 3M (or approved equal)/Scotchlite Series 4090T or current equivalent 3M (or approved equal) translucent DG<sup>3</sup> white VIP (Visual Impact Performance) diamond grade sheeting (ATSM Type 9) and 3M (or approved equal)/Scotchlite Series 1177 or current 3M (or approved equal) equivalent transparent green acrylic EC (electronic cut-able) film applied to the front of the sign face. The legend shall be framed by a white polycarbonate border. A logo symbol and/or name of the community may be included with approval of the Engineer.

All surfaces of the sign shall be etched and primed in accordance to industry standards before receiving appropriate color coats of industrial enamel.

All fasteners and hardware shall be corrosion resistant stainless steel. No tools are required for routine maintenance.

All wiring shall be secured by insulated wire compression nuts.

A wire entrance junction box shall be supplied with the sign assembly. The box may be supplied mounted to the exterior or interior of the sign and provide a weather tight seal.

A photoelectric switch shall be mounted in the control cabinet to control lighting functions for day and night display. Each sign shall be individually fused.

Brackets and Mounting: LED internally-illuminated street name signs will be factory drilled to accommodate mast arm two-point support assembly mounting brackets.

### (e) Electrical.

Photocell shall be rated 105-305V, turn on at 1.5 fcs. with a 3-5 second delay. A manufacturer's warranty of six (6) years shall be provided. Power consumption shall be no greater than 1 watt at 120V.

The LED Light Engine shall operate from a 60 + 3 cycle AC line power over a voltage range of 80 to 135 Vac rms. Fluctuations in line voltage over the range of 80 to 135 Vac shall not affect luminous intensity by more than + 10%.

Total harmonic distortion induced into the AC power line by the LED Light Engine, operated at a nominal operating voltage, and at a temperature of  $+25^{\circ}C$  ( $+77^{\circ}F$ ), shall not exceed 20%.

The LED Light Engine shall cycled ON and OFF with a photocell as shown on the detail sheet and shall not exceed the following maximum power values:

4-Foot Sign	60 W
6-Foot Sign	90 W
8-Foot Sign	120 W

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). The signs shall be connected to the generator or UPS bypass circuitry.

(f) Photometric Requirements.

The entire surface of the sign panel shall be evenly illuminated. The average maintained luminous intensity measured across the letters, operating under the conditions defined in Environmental Requirements and Wattage Sections shall be of a minimum value of  $100 \text{ cd/m}^2$ .

The manufacturer shall make available independent laboratory test results to verify compliance to Voltage Range and Luminous Intensity Distribution Sections.

Twelve (12) 1.25 watt LED units shall be mounted on 1-inch x 22-inch metal cone printed circuit boards (MCPCB). The viewing angle shall be 120 degrees. LED shall have a color temperature of 5200k nominal, CRI of 80 with a life expectancy of 75,000 hrs.

### (g) Quality Assurance.

The LED Light Engine shall be manufactured in accordance with a vendor quality assurance (QA) program. The production QA shall include statistically controlled routine tests to ensure minimum performance levels of the LED Light Engine build to meet this specification. QA process and test result documentations shall be kept on file for a minimum period of seven (7) years. The LED Light Engine that does not satisfy the production QA testing performance requirements shall not be labeled, advertised, or sold as conforming to these specifications. Each LED Light Engine shall be identified by a manufacturer's serial number for warranty purposes. LED Light Engines shall be replaced or repaired if they fail to function as intended due to workmanship or material defects within the first sixty (60) months from the date of acceptance. LED Light Engines that exhibit luminous intensities less than the minimum value specified in Photometric Section within the first thirty-six (36) months from the date of acceptance shall be replaced or repaired.

## COARSE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)

Effective: March 16, 2009

Revise Article 1004.03 of the Standard Specifications to read:

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Gravel
		Crushed Gravel
		Crushed Stone
		Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag
		Crushed Concrete
HMA		Gravel
All Other	Stabilized	Crushed Gravel
	Subbase or	
	Shoulders	Crushed Sandstone
		Crushed Slag
		Crushed Concrete
		The coarse aggregate for stabilized subbase, if approved by
		the Engineer, may be produced by blending aggregates
		according to Article 1004.04(a).
HMA		Crushed Gravel
High	IL-25.0, IL-	
ESAL	19.0,	Crushed Sandstone
Low	or IL-19.0L	Crushed Slag (ACBF)
ESAL	~ ~ ~	
HMA	C Surface	Gravel (only when used in IL-9.5L)
High	IL-12.5,IL-9.5,	Crushed Gravel
ESAL	or IL-9.5L	Crushed Stone
Low		Crushed Sandstone
ESAL		Crushed Slag (ACBF)
		Crushed Steel Slag (except when used as leveling binder)

Use	Mixture	Aggregates Allowed
HMA	D Surface	Crushed Gravel
High	IL-12.5 or	Crushed Stone (other than Limestone)
ESAL	IL-9.5	Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag (except when used as leveling binder)
		Limestone may be used in Mixture D if blended by volume
		in the following coarse aggregate percentages:
		Up to 25% Limestone with at least 75% Dolomite.
		Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite.
		Up to 75% Limestone with at least 25% Crushed
		Slag (ACBF) or Crushed Sandstone.
HMA	E Surface	Crushed Gravel
High	IL-12.5 or	Crushed Stone (other than Limestone and Dolomite)
ESAL	IL-9.5	Crushed Sandstone
		No Limestone.
		Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages: Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume. Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E.
		If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages: Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.

Use	Mixture	Aggregates Allowed
HMA High	F Surface IL-12.5 or	Crushed Sandstone
ESAL	IL-9.5	No Limestone.
		Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

(b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.

(c)	Gradation.	The coarse aggregate gradations shall be as listed in the following table.
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Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-25.0	CA 7 <sup>1/</sup> or CA 8 <sup>1/</sup>
	IL-19.0	CA 11 <sup>1/</sup>
	IL-12.5	CA 16 and/or CA 13
	IL-9.5	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 <sup>2/</sup> , CA 10, or CA 12

- 1/ CA 16 or CA 13 may be blended with the gradations listed.
- 2/ CA 6 will not be permitted in the top lift of shoulders.

### FINE AGGREGATE FOR HOT- MIX ASPHALT (HMA) (D-1)

Effective: May 1, 2007 Revised: January 15, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)						
	Sieve Size and Percent Passing					
Grad No.	9.5 mm 4.75 mm 2.36 mm 1.16 mm 75 μm					
FA 22 100 6/ 6/ 8±8 2±2					2±2	

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of  $\pm$  ten percent. The midpoint shall not be changed without Department approval.

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

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

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

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA2, FA20, FA21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA21 Gradation will not be permitted.

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

## HOT MIX ASPHALT MIXTURES, EGA MODIFIED PERFORMANCE GRADED (PG) ASPHALT BINDER

Effective: March 16, 2009

<u>Description</u>. This work shall consist of constructing Hot Mix Asphalt (HMA) mixtures containing ethylene-glycidyl-acrylate (EGA) Modified Performance Graded (PG) Asphalt Binder. Work shall be according to Sections 406, 1030, and 1032 of the Standard Specifications, except as modified herein.

The asphalt binder shall meet the following requirements:

<u>EGA Modified Performance Graded (PG) Asphalt Binder</u>. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans. An ethylene-glycidyl-acrylate (EGA) terpolymer with a maximum of 0.3 percent polyphosphoric acid by weight of asphalt binder, shall be added to the base asphalt binder to achieve the specified performance grade. Asphalt modification at hot-mix asphalt plants will not be allowed. The modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in the following table for the grade shown on the plans.

Ethylene-Glycidyl-Acrylate (EGA) Modified Asphalt Binders				
Test	Asphalt Grade EGA PG 70-22 EGA PG 70-28	Asphalt Grade EGA PG 76-22 EGA PG 76-28		
Separation of PolymerIllinois Test Procedure, "Separation of Polymer from Asphalt Binder"4 (2) max.Difference in °F (°C) of the softening point between top and bottom portions.4 (2) max.				
TEST ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)				
Elastic RecoveryASTM D 6084, Procedure A,60 min.70 min.77 °F (25 °C), 100 mm elongation, %70 min.				

### HOT MIX ASPHALT MIXTURE IL-4.75 (DIST 1)

Effective: January 1, 2007 Revised: October 1, 2009

<u>Description</u>. This work shall consist of constructing Hot-Mix Asphalt (HMA) surface course or leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406, 1030, 1031 and 1032 of the Standard Specifications except as modified herein.

Materials.

Fine Aggregate: Revise Note 2 of Article 1030.02 of the Standard Specifications to read:

Gradation. The fine aggregate gradation for IL-4.75 shall be FA 1, FA 2, FA 20 or FA 22.

When the 4.75 mix is used as leveling binder, steel slag sand will not be permitted.

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The fine aggregate quality shall be Class B. The total minus No. 200 (75  $\mu$ m) material in the mixture shall be free from organic impurities.

(b) Reclaimed Asphalt Pavement (RAP). Only processed RAP over 3/8 in. (9.5 mm) screen will be permitted in the 4.75 mm mix. A maximum of 15% RAP will be allowed.

(c) Asphalt Binder (AB). The AB shall be either Elvaloy or SBS/SBR; both shall be either PG 76 -22 or PG 76 -28. The AB shall meet the requirements of Article 1032.05(b) of the Standard Specifications; however the elastic recovery of the AB shall be 80 minimum.

The AB shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. It shall be placed in an empty tank and not blended with other asphalt cements.

(d) Mineral Filler. Mineral filler shall conform to the requirements of Article 1011.01 of the Standard Specifications.

Mixture Design. Add the following to Article 1030.04(b) of the Standard Specifications

"(4) IL 4.75 Mixture.

Volumetric Parameter	Requirement
Design Air Voids	4.0 % at Ndesign 50
Voids in the Mineral Aggregate (VMA)	18.5% minimum
Voids Filled with Asphalt (VFA)	82 - 92%
Dust/AC Ratio	1.0
Density (% of Max Specific Gravity)	93.0 - 97.4
Maximum Drain-down	0.3%

<u>Mixture Production</u>. Plant modifications may be required to accommodate the addition of higher percentages of mineral filler as required by the JMF.

During production, mineral filler shall not be stored in the same silo as collected dust. This may require any previously collected bag house dust in a storage silo prior to production of the IL-4.75 mixture to be wasted. Only metered bag house dust may be returned back directly to the mix. Any additional minus No. 200 (75  $\mu$ m) material needed to produce the IL-4.75 shall be mineral filler.

As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough is available for the production of the IL-4.75 mix for the entire project and 2) a mix design was prepared with collected bag-house dust. The mixture shall be produced within the temperature range recommended by the asphalt cement producer; but not less than 325 °F (165 °C).

The amount of moisture remaining in the finished mixture shall be less than 0.3 percent based on the weight of the test sample after drying.

Mixtures contain steel slag sand or aggregate having absorptions  $\geq 2.5$  percent shall have a silo storage plus haul time of not less than 1.5 hours.

Control Charts/Limits.

Add the following to Control Limits table in Article 1030.04(d)(4) of the Standard Specifications:

Parameter	Individual Test	Moving Average
% Passing		
No. 16 (1.18 mm)	± 4%	± 3%
No. 200 (75 µm)	± 1.5%	± 1.0%
Asphalt Binder Content	± 0.3%	± 0.2%
Air Voids	$\pm 1.2\%$ (of design)	$\pm 1.0\%$ (of design)

CONSTRUCTION REQUIREMENTS Compaction.

Add the following after the first paragraph of Article 406.07(a) of the Standard Specifications:

"The compaction operation shall start immediately after the mixture has been placed. The Contractor shall provide a minimum of two steel-wheeled tandem rollers for breakdown ( $T_B$ ) and one finish steel-wheeled roller ( $T_F$ ) meeting the requirements of Article 1101.01(e), except the minimum compression for all of the rollers shall be 280 lb/in. (49 N/mm) of roller width. Pneumatic-tired and vibratory rollers will not be permitted."

## **TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE)** Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

**USE OF RAP (DIST 1)** Effective: January 1, 2007 Revised: July 1, 2009 In Article 1030.02(g) of the Standard Specifications, delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. Reclaimed Asphalt Pavement

**1031.01 Description.** Reclaimed asphalt pavement (RAP) results from the cold milling or crushing of an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality as described in Article 1031.04, herein.

**1031.02** Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, the Contractor may request the District to provide verification of the existing mix composition to clarify appropriate stockpile.

(a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.

(b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen.

(c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in (9.5 mm) or smaller screen.

(d) Conglomerate Variable Size. Conglomerate variable size RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall be a minimum of two sizes.

(e) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low Esal), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an in consistent gradation and/or asphalt binder content.

(f) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

**1031.03** Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

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

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

(a) Testing Conglomerate 3/8 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size RAP shall be tested for maximum theoretical specific

gravity ( $G_{mm}$ ) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable  $G_{mm}$ . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous/ Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
3/4 in. (19mm)		
1/2 in. (12.5mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	±5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5. %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	$\pm 0.4$ % <sup>1/</sup>	± 0.5 %
Gmm	$\pm 0.02$ % <sup>2/</sup>	
Gmm	$\pm 0.03$ % <sup>3/</sup>	

1/ The tolerance for conglomerate 3/8 shall be  $\pm 0.3$  %.

2/ Applies only to conglomerate 3/8. When variation of the G<sub>mm</sub> exceeds the  $\pm$  0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

3/ Applies only to conglomerate variable size. When variation of the G<sub>mm</sub> exceeds the  $\pm 0.03$  tolerance, a new conglomerate variable size stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

**1031.04 Quality Designation of Aggregate in RAP.** The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.

(b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.

(c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

Aggregate Quality Testing of RAP:

The processed pile shall have a maximum tonnage of 5,000 tons (4500 metric tons). The pile shall be crushed and screened with 100 percent of the material passing the 3/4 in. (19mm) sieve. The pile shall be tested for AC content and gradation and shall conform to all requirements of Article 1031.03 Testing, herein. Once the uniformity of the gradation and AC content has been established, the Contractor shall obtain a representative sample with district oversight of the sampling. This sample shall be no less than 50 lbs (25 kg) and this sample shall be delivered to a Consultant Lab, prequalified by the Department for extraction testing according to Illinois Modified AASHTO T 164. After the AC has been extracted, the Consultant Lab shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid directly by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

(a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

(b) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8 or variable size in which the coarse aggregate is Class B quality or better.

(c) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA

base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, conglomerate variable size, in which the coarse aggregate is Class C quality or better.

(d) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, conglomerate variable size, or conglomerate DQ.

(e) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

HMA Mixtu	res $\frac{1/3}{3}$	Maximum %	Rap
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 2/	30	10
50	25/40 <sup>2/4/</sup>	15/25 2/	10 4/
70	25/30 <sup>2/</sup>	10/20 2/	10
90	10/15 2/	10/15 2/	10
105	10/15 2/	10/15 2/	10

Maximum Mixture RAP Percentage

1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.

3/ When RAP exceeds 20% the AC shall be PG58 -22. However, when RAP exceeds 20% and is used in full depth HMA pavement the AC shall be PG58 -28.

4/ Polymerized Leveling Binder, IL-4.75 is 15 %

**1031.06 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

**1031.07 HMA Production.** The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 or conglomerate variable size RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

(a) Drier Drum Plants

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA Mix number assigned by the Department

(3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)

(4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)

(5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

(6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

(7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.

(8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).

(b) Batch Plants

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA mix number assigned by the Department.

(3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)

(4) Mineral filler weight to the nearest pound (kilogram).

(5) Individual RAP Aggregate weight to the nearest pound (kilogram).

(6) Virgin asphalt binder weight to the nearest pound (kilogram)

(7) Residual asphalt binder of each RAP size material as a percent of the total mix to the nearest 0.1 percent.

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

**1031.08** RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.

(b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gapgraded or single sized will not be accepted."

#### State of Illinois Department of Transportation Bureau of Local Roads and Streets

#### SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 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.

Replace Article 105.07 of the Standard Specifications with the following:

**"105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

#### 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:

Village of Lombard (Municipality)

Baxter and Woodman, Inc. (Design Engineer)

Construction Engineer, To be Determined (Engineer)

**Engineer's Consultants** 

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

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#### AMERICAN RECOVERY AND REINVESTMENT ACT PROVISIONS (BDE)

Effective: April 1, 2009

#### Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives with the authority to:

- "(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

#### Notification of the Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

#### AMERICAN RECOVERY AND REINVESTMENT ACT SIGNING (BDE)

Effective: April 1, 2009 Revised: April 15, 2009

<u>Description</u>. This work shall consist of furnishing, fabricating and installing sign panels, complete with sign faces, legend, and supplemental panels according to Section 720 of the Standard Specifications and as specified herein.

<u>Materials</u>. The "Putting America to Work" sign shall be fabricated using Type AA or AZ fluorescent orange sheeting for the background material with black vinyl or black opaque ink legend, symbol and borders. The "American Recovery and Reinvestment Act" sign shall be fabricated using Type AP green sheeting for the background with Type AP white sheeting for the legend and border. A green translucent overlay film may also be used over white Type AP sheeting to fabricate the "American Recovery and Reinvestment Act" sign.

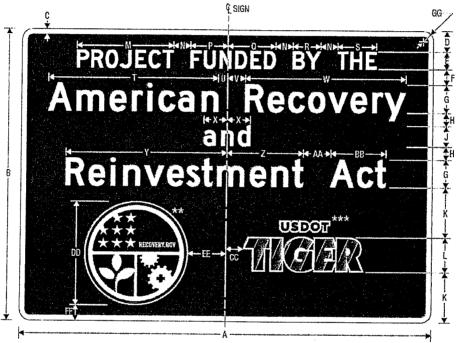
<u>Sign Layout</u>. See following attachment. The "Putting America to Work" sign shall be 84 in. x 18 in. The "American Recovery and Reinvestment Act" sign shall be 84 in x 60 in.

<u>General</u>. The signs shall be erected to applicable portions of Article 701.14 of the Standard Specifications. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the sign may be maintained at a distance of 500 ft (150 m) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The signs shall remain in place for the duration of the project. Upon completion of the project, the signs and posts shall be removed and shall remain the property of the Contractor.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be included in the cost of Traffic Control items as shown on the plans.



PROJECT FUNDING SOURCE SIGN ASSEMBLY



PROJECT FUNDING SOURCE SIGN

NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE

Dimensions in moties A B С D Ŀ T G H J К L Μ Ν Ρ 120 84 1.5 6 5 D 4,5 8 D\* 3.75 8 I7 (451.Q) 14.5 10 27.917 10.831 5 84 60 1 5 4 C 3,5 6 C\* 3 40°(31.0) 9.25 7 19.047 4 7.362 Q R s T U ۷ ₩ Х γ 7 AA BB DD CC 14.087 8.106 11.556 49.42 2.742 5,258 46,904 6.812 46.76 22.472 8 16,288 5 30 9.484 5.162 7.763 31.722 2.415 3,585 30.552 4.542 30,911 14.737 6 10.175 4 21

FE	FF	GG
11	4.5	3
7.5	2.25	2.25

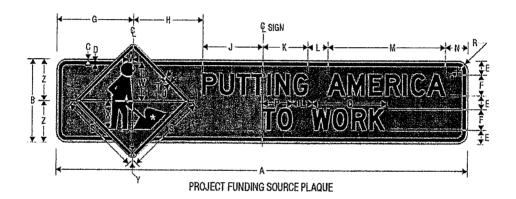
*	increase character	spacing
**	See Pictograph	• •
***	See Pictograph	

50%

COLORS:

COLORS: LEGEND, BORDER - WHITE (RETROREFLECTIVE)

BACKGROUND - GREEN (RETROREFLECTIVE)



#### NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN

#### \* See Standard Highway Signs Page 6-59 for symbol design.

Dimensions in inches

۸	B	C	D	E	F	G	H	J	К	L	M	N	ρ
120	24	0.625	0.875	4	6 D	22.349	20.370	17.281	13.28	6	34.22	6.5	8.765
84	18	0.375	0.625	3,5	4 D	16.607	15.686	9,707	10.667	4	22.813	5	5.843
Q	R	s	Т	U	٧	W	х	Y	7.				
21.013	3	24	0.3/5	0.625	1.5	11	в	1.5	12				
14.009	2.25	18	0.375	0.625	1	7	6	1.5	g				

COLORS: LEGEND, BORDER – BLACK BACKGROUND – ORANGE (RETROREFLECTIVE)

||0



RECOVERY Vector-Based, Vinyl-Ready Pictograph

COLORS: LEGEND, OUTLINE	-	WHITE (RETROREFLECTIVE)
BORDER		BLUE (RETROREFLECTIVE)
BACKGROUND (UPPER)		BLUE (RETROREFLECTIVE)
BACKGROUND (LOWER RIGHT)		RED (RETROREFLECTIVE)
BACKGROUND (LOWER LEFT)		GREEN (RETROREFLECTIVE)

 $\dot{\alpha}$ 



USDOT TIGER Vector-Based, Vinyl-Ready Pictograph

COLORS: OUTLINE -- WHITE (RETROREFLEGTIVE) USDOT LEGEND -- BLACK TIGER DIAGONALS -- BLACK, ORANGE (RETROREFLECTIVE)

#### ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007 Revised: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

<u>Aggregate Groups</u>. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	AGGREGATE	GROUPS				
Coarse Aggregate orFine Aggregate orCoarse Aggregate BlendFine Aggregate Blend						
ASTM C 1260 Expansion	ASTM C 1260 Expansion ≤ 0.16% > 0.16% - 0.27% > 0.27%					
≤ 0.16%	Group I	Group II	Group III			
> 0.16% - 0.27%	Group II	Group II	Group III			
> 0.27%	Group III	Group III	Group IV			

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C...= expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

## ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)

#### Effective: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in precast and precast prestressed concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to cast-in-place concrete.

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

<u>Aggregate Groups</u>. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	AGGREGATE	GROUPS	o <u>n</u>				
Coarse Aggregate Fine Aggregate or or Coarse Aggregate Blend Fine Aggregate Blend							
ASTM C 1260 Expansion	ASTM C 1260 Expansion						
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%				
≤ 0.16%	Group I	Group II	Group III				
> 0.16% - 0.27%	Group II	Group II	Group III				
> 0.27%	Group III	Group III	Group IV				

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

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Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C...= expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
  - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
  - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in

the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

## APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

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#### BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006 Revised: April 1, 2009

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$ 

Where: CA = Cost Adjustment, \$.

- BP1<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).
- $%AC_V =$  Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the  $%AC_V$  will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 24.99) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and % AC<sub>V</sub>.

For bituminous materials measured in gallons:	Q, tons = V x 8.33 lb/gal x SG / 2000
For bituminous materials measured in liters:	Q, metric tons = $V \times 1.0 \text{ kg/L} \times \text{SG} / 1000$

Where:	А	= Area of the HMA mixture, sq yd (sq m).
	D	= Depth of the HMA mixture, in. (mm).
	$G_{mb}$	= Average bulk specific gravity of the mixture, from the approved mix design.
	V	= Volume of the bituminous material, gal (L).
	SG	= Specific Gravity of bituminous material as shown on the bill of lading.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the  $BPI_L$  and  $BPI_P$  in excess of five percent, as calculated by:

Percent Difference =  $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$ 

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

# ILLINOIS DEPARTMENTOPTION FOROF TRANSPORTATIONBITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No	o.:								
Company N	ame:				w		· · · · · · · · · · · · · · · · · · ·		
<u>Contractor's</u>	s Optio	<u>n</u> :							
ls your comp	any opt	ing to inc	lude this sp	ecial pro	ovision a	as part c	of the contract?	)	
	Yes		No						
Signature: _						_	Date:		
80173									



#### CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

#### "SECTION 1001. CEMENT

**1001.01** Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

**1001.02** Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

**1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

**1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

#### CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overylay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

#### **"SECTION 1021. CONCRETE ADMIXTURES**

**1021.01 General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

**1021.02 Air-Entraining Admixtures.** Air-entraining admixtures shall be according to AASHTO M 154.

**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

**1021.04 Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

**1021.05 Self-Consolidating Admixtures.** The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.06 Rheology-Controlling Admixture.** The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

#### CONCRETE MIX DESIGNS (BDE)

#### Effective: April 1, 2009

Add the following to Article 1020.05(c) of the Standard Specifications:

- "(5) Performance Based Finely Divided Mineral Combination. For Class PV and SI concrete a performance based finely divided mineral combination may be used. The minimum cement factor, maximum cement factor, and water cement ratio of Article 1020.04 shall be replaced with the values below, and the performance based finely divided mineral combination herein is an alternative to Articles 1020.05(c)(1), (c)(2), (c)(3), and (c)(4). The mix design shall meet the following requirements and the Engineer may request a trial batch.
  - a. The mixture shall contain a minimum of 375 lbs/cu yd (222 kg/cu m) of portland cement. For a blended cement, a sufficient amount shall be used to obtain the required 375 lbs/cu yd (222 kg/cu m) of portland cement in the mixture. For example, a blended cement stated to have 20 percent finely divided mineral, ignoring any ASTM C 595 tolerance on the 20 percent, would require a minimum of 469 lbs/cu yd (278 kg/cu m) of material in the mixture. When the mixture is designed for cement content from 375 lbs/cu yd (222 kg/cu m) to 400 lbs/cu yd (237 kg/cu m), the total of organic processing additions, inorganic processing additions, and limestone addition in the cement shall not exceed 5.0 percent.
  - b. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in a blended cement shall count toward the total number of finely divided minerals allowed. The finely divided mineral(s) shall constitute a maximum of 35.0 percent of the total cement plus finely divided mineral(s). The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent. The finely divided mineral in the blended cement shall apply to the maximum 35.0 percent, and shall be determined as discussed in a. above for determining portland cement in blended cement.
  - c. For central mixed Class PV and SI concrete, the mixture shall contain a minimum of 535 lbs/cu yd (320 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 565 lbs/cu yd (335 kg/cu m) without a water-reducing admixture.

For truck mixed or shrink mixed Class PV and SI concrete, the mixture shall contain a minimum of 575 lbs/cu yd (345 kg/cu m) of cement and finely

divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 605 lbs/cu yd (360 kg/cu m) without a water-reducing admixture.

- d. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together.
- e. The mixture shall have a water/cement ratio of 0.32 0.44.
- f. The mixture shall not be used for placement underwater.
- g. The combination of cement and finely divided mineral(s) shall have an ASTM C 1567 expansion value ≤ 0.16 percent, and shall be performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

If during the two year time period the Contractor needs to replace the portland cement, and the replacement portland cement has an equal or lower total equivalent alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ), a new ASTM C 1567 test will not be required. However, replacement of a blended cement with another cement will require a new ASTM C 1567 test."

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#### CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls 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 also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, 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.

If a Contractor or subcontractor accumulates three environmental deficiency deductions 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 contract time, waiver of penalties, or be grounds for any claim.

## CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

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#### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

<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 that the Contractor signs with a subcontractor:

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

<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 that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 9 % 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 forth in this Special Provision:

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

<u>DBE LOCATOR REFERENCES</u>. Bidders may 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 web site at www.dot.il.gov.

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder

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must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of 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 prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. 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 it 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 or 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 regular dealer or manufacturer.

<sup>&</sup>lt;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 Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor

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shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) 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, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

(j) 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.

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#### DOWEL BARS (BDE)

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

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"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

#### EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"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)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate:  $0.5 \times (FHWA \text{ hourly rate - EOC})$ .

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry. b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

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## FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Description</u>. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

<u>General</u>. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

- (a) Categories of Work.
  - (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
  - (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
  - (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.
- English Units Category Factor Units A - Earthwork 0.34 gal / cu yd B – Subbase and Aggregate Base courses 0.62 gal / ton C - HMA Bases, Pavements and Shoulders 1.05 gal / ton D – PCC Bases, Pavements and Shoulders 2.53 gal / cu vd E – Structures 8.00 gal / \$1000 Metric Units Category Factor Units A - Earthwork 1.68 liters / cu m B - Subbase and Aggregate Base courses 2.58 liters / metric ton C - HMA Bases, Pavements and Shoulders 4.37 liters / metric ton D – PCC Bases, Pavements and Shoulders 12.52 liters / cu m E – Structures 30.28 liters / \$1000
- (b) Fuel Usage Factors.

#### (c) Quantity Conversion Factors.

Category	Conversion	Factor
В	sq yd to ton sq m to metric ton	0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth
С	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

| CA = (FPI<sub>P</sub> - FPI<sub>L</sub>) x FUF x Q

Where: CA	= Cost Adjustment, \$
FPI <sub>P</sub>	= Fuel Price Index, as published by the Department for the month the work is
	performed, \$/gal (\$/liter)
FPI∟	= Fuel Price Index, as published by the Department for the month prior to the
	letting, \$/gal (\$/liter)
FUF	= Fuel Usage Factor in the pay item(s) being adjusted
Q	= Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Progress Payments. Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI<sub>P</sub> and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

<u>Basis of Payment</u>. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the  $FPI_L$  and  $FPI_P$  in excess of five percent, as calculated by:

Percent Difference =  $\{(FPI_L - FPI_P) \div FPI_L\} \times 100$ 

#### Return With Bid

## ILLINOIS DEPARTMENT OF TRANSPORTATION

#### OPTION FOR FUEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: \_\_\_\_\_

Company Name:\_\_\_\_\_

#### <u>Contractor's Option</u>:

Is your company opting to include this special provision as part of the contract plans for the following categories of work?

Signature: _			_ Date:
Category E	Structures	Yes	
Category D	PCC Bases, Pavements and Shoulders	Yes	
Category C	HMA Bases, Pavements and Shoulders	Yes	
Category B	Subbases and Aggregate Base Courses	Yes	
Category A	Earthwork.	Yes	

## HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

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## HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 - 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

## HOT-MIX ASPHALT - DROP-OFFS (BDE)

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

# HOT-MIX ASPHALT - PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008 Revised: January 1, 2010

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

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

r			
	Frequency of Tests	Frequency of Tests	Test Method
"Parameter	resis	All Other Mixtures	See Manual of Test
i urumeter	High ESAL		Procedures for
	Mixture		Materials
	Low ESAL Mixture		Materiala
	Day's production		
	< 1200 tons:		
	1 per half day of		
	production for first		
	2 days and 1 per		
	day thereafter		
	(first sample of the day)		
	Day's production ≥		
Maximum Specific Gravity of Mixture	1200 tons:	1 per day	Illinois-Modified AASHTO T 209
	1 per half day of		AA31110 1 209
	production		
	Day's production		
	< 1200 tons:		
	1 per half day of		
	production for first		
	2 days and 1 per		
	day thereafter		
	(first sample of the		
	day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu\text{m})$  sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

# HOT-MIX ASPHALT – QC/QA ACCEPTANCE CRITERIA (BDE)

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

"(3) Department assurance tests for voids, field VMA, and density."

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### HOT-MIX ASPHALT - TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

**"1030.08 Transportation.** Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

#### IMPROVED SUBGRADE (BDE)

Effective: January 1, 2010

Revise the second paragraph of Article 302.04 of the Standard Specifications to read:

"The quantity of modified soil constructed shall be limited to that which can be covered by the full thickness of portland cement concrete pavement or HMA binder during the same construction season."

Revise the first paragraph of Article 302.07 of the Standard Specifications to read:

"**302.07** Application of Modifier. The modifier shall be applied uniformly on the soil. The application of modifier shall be limited to that amount which can be mixed with the soil within the same working day."

Revise the first paragraph of Article 302.08 of the Standard Specifications to read:

"302.08 Mixing. The modifier, soil, and water shall be thoroughly mixed. Mixing shall continue until a homogenous layer of the required thickness has been obtained and a minimum of 75 percent of the mixture is smaller than 1 in. (25 mm). The moisture content of the modified soil shall be above optimum moisture content with a maximum of three percent above optimum."

Revise Article 302.10 of the Standard Specifications to read:

"**302.10 Finishing and Curing.** When multiple lifts are used to construct the modified soil layer, the top lift shall be a minimum of 6 in. (150 mm) thick when compacted.

Construction of pipe underdrains shall follow the requirements of Article 407.07. The surface of the modified soil shall be kept drained according to Article 301.09 and shall maintain moisture content not exceeding three percent above optimum prior to pavement construction.

When compaction of the modified soil is nearing completion, the surface shall be shaped to the required lines, grades, and cross section shown on the plans. For HMA base course and pavement (full-depth) and portland cement concrete base course and pavement, the surface of the modified soil shall be brought to true shape and correct elevation according to Article 301.07, except well compacted earth shall not be used to fill low areas.

The modified soil shall be cured for a minimum of 24 hours. The ambient air temperature shall be above 45 °F (7 °C) during curing.

During the curing period, the moisture content of the modified soil shall be maintained at optimum by sprinkling with water, use of plastic sheeting, or applying bituminous materials according to Article 312.14. During this period, no equipment or traffic will be permitted on the completed work beyond that required for maintenance of curing.

Equipment of such weight, or used in such a way as to cause a rut depth of 1/2 in. (13 mm) or more in the finished modified soil, shall be removed, or the rutting otherwise prevented, as directed by the Engineer."

Revise the first paragraph of Article 302.11 of the Standard Specifications to read:

"**302.11 Subgrade Stability.** Following curing, the Engineer will determine the stability of the modified soil in terms of the immediate bearing value (IBV), according to Illinois Test Procedure 501. The IBV shall be a minimum of 10.0 measured within 10 calendar days prior to pavement construction."

Revise the second paragraph of Article 310.04 of the Standard Specifications to read:

"The quantity of lime stabilized soil mixture constructed shall be limited to that which can be covered by the full thickness of portland cement concrete pavement or HMA binder during the same construction season."

Revise the first paragraph of Article 310.08(a) of the Standard Specifications to read:

"(a) Initial Mixing. The lime, soil, and water shall be thoroughly mixed until a uniform mixture throughout the required depth and width is obtained. All clods and lumps shall be reduced to a maximum size of 2 in. (50 mm). The moisture content of the stabilized soil shall be above optimum moisture content with a maximum of three percent above optimum."

Insert the following paragraph after the first paragraph of Article 310.10 of the Standard Specifications:

"Construction of pipe underdrains shall follow the requirements of Article 407.07. The surface of the lime stabilized soil shall be kept drained according to Article 301.09 and shall maintain a maximum moisture content of three percent above optimum prior to pavement construction."

Revise the first paragraph of Article 310.11 of the Standard Specifications to read:

"**310.11 Subgrade Stability.** Following curing, the Engineer will determine the stability of the lime stabilized soil mixture in terms of the immediate bearing value (IBV) according to Illinois Test Procedure 501. The IBV shall be a minimum of 23.0 measured within 10 calendar days prior to pavement construction."

Revise the second paragraph of Article 311.05 of the Standard Specifications to read:

"The granular material shall be placed and compacted at least three days prior to the placement of pavement or base course. Except where required for temporary access, the quantity of subbase granular material Types A or B to be placed shall be limited to that which can be covered by the full thickness of PCC pavement or HMA binder during the same

construction season."

# LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily C	harges
From More	To and	Calendar	Work
Than	Including	Day	Day
\$0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

## METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

Add the following to Article 504.02 of the Standard Specifications:

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)"

#### MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009 Revised: January 1, 2010

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) Total number of employees.
- b) The total hours worked.
- c) Total payroll.

The report shall be completed by the Contractor. The Contractor shall also report for each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than five business days after the end of each month.

The report shall be submitted electronically by accessing the Department's website (<u>http://www.dot.il.gov/stimulus/index.html</u>).

Any costs associated with complying with this provision 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.

## MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

## PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

#### PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers throughout the contracting chain shall be determined as eligible to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

### PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

### REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material						
Observation	Entrance Angle			Fluorescent		
Angle (deg.)	(deg.)	White	Orange	Orange		
0.2	-4	365	160	150		
0.2	+30	175	80	70		
0.5	4	245	100	95		
0.5	+30	100	50	40"		

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

## SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.

- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

## SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

### TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2010

Add the following to Article 280.02 of the Standard Specifications to read:

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Revise Article 280.04(a) of the Standard Specifications to read:

"(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is lower than the bottom of the terminating ends of the ditch side slopes."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be according to either Article 251.03 or 251.04 except for any reference to seeding."

Revise Article 280.07(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

"(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Revise Article 280.08(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS."

Revise Article 280.08(f) of the Standard Specifications to read:

"(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.015(e) of the Standard Specifications to read:

"The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3."

## WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 55 working days.

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#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

#### I. GENERAL

**1.** These contract provisions shall apply to all word 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

**3.** A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

**4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

**5.** Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

**6.** Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

**b.** Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole,

supervised release, or probation.

#### **II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60 (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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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:

 $\ensuremath{\mathbf{a}}$  . The contractor will work with the State highway agency (SHA) and

the Federal Government in carrying out EEO obligations and in their

review of his/her activities under the contract.

 $\ensuremath{\textbf{b}}$  . The contractor will accept as his 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; lavoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship,

preapprenticeship,

and/or on-the-job-training."

**2. EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.
d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

A), or

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 minority groups 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 employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

#### 6. Training and Promotion:

**a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

**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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

**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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

**b.** The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. 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.

**a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

**b.** Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this

contract. The contractor will use his best efforts to solicit bids from

and to utilize DBE subcontractors or subcontractors with meaningful

minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from SHA

personnel.

**c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

**a.** The records kept by the contractor shall document the following:

(1) The number of minority and non-minority 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:

(3) The progress and efforts being made in locating, hiring, training,

qualifying, and upgrading minority and female employees; and(4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

**b.** The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

#### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

**b**. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

**c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

**b.** 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.

**c.** All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

**a.** The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

**b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

**c.** If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

**d**. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**e.** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

 $\ensuremath{\mathbf{a}}$  . 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

**b**. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost 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.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allow able ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor 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.** Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. 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.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's 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 SHA contracting officer 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.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

#### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

#### 2. Payrolls and Payroll Records:

**a.** Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee: his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. **c**. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

**d**. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

 (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for

the classification of worked performed, as specified in the applicable

wage determination incorporated into the contract.

e. 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 2d of this Section V.
f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

**g**. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

**a.** Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data

required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

**2**. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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 contractors' own organization (23 CFR 635).

**a**. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

**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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

**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. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

**2.** That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

**3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

**4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 participant shall submit an 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is

submitted if any time the prospective primary 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,""low er tier covered transaction," "participant,"

"person," "primary covered transaction," "principal,"

"proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary 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 primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Low er Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all low er tier covered transactions

and in all solicitations for lower tier covered transactions. **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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

**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.

\* \* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

**1**. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a 3-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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29) **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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

**e.** The prospective lower tie 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.

**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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

**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 dealing.

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 Covered Transactions:

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 participation in this transaction 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.

#### \* \* \* \* \* \*

# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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.

#### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing w age law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

#### NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <u>http://www.dot.state.il.us/desenv/delett.html</u>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.