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March 11, 2022 Letting

Notice to Bidders, Specifications and Proposal



Contract No. 62P68 COOK County Section 2021-150-BY Route FAP 351 District 1 Construction Funds

Illinois Department of Transportation

NOTICE TO BIDDERS

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

Contract No. 62P68
COOK County
Section 2021-150-BY
Route FAP 351
District 1 Construction Funds

(1,900-Ft) Dry land bridge extension; replacement of existing sidewalk and shared-use path; and aesthetic landscaping of US 6 / IL 7 (159th St) from 104th Ave to east located in the Village of Orland Park.

- 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

Omer Osman, Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 351 (US 6/159th Street), Section 2021-150-BY, Cook County, Contract No. 62P68 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 351 (US 6/159th Street) Section 2021-150-BY Cook County Contract No. 62P68

LOCATION OF PROJECT

This project is located in southwestern Cook County, in Orland Township in the City of Orland Park. The west project limit project is approximately 550 feet west of the intersection of US 6/159th Street and 104th Avenue and extends approximately 1500 east of the intersection of US 6/159th Street and 104th Avenue.

DESCRIPTION OF PROJECT

This project consists of the approximately 390-foot extension of the dry land bridge (S.N. 016-D012) west along 159th street. This project also consists of the removal and replacement of sidewalk at the southeast corner of the 159th Street and 104th Avenue intersection. This work includes pavement removal, sidewalk removal and replacement, earth excavation, non-special waste removals, land bridge construction, enclosed land bridge drainage system, PCC connector pavement, HMA shared use path removal and replacement, combination concrete curb and gutter, pavement marking, landscaping, erosion and sediment control, and collateral work necessary to complete the project as shown on the plans and described herein.

MAINTENANCE OF ROADWAYS (D-1)

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

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

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

STATUS OF UTILITIES (D-1)

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

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

UTILITIES TO BE ADJUSTED

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

Stage 1

| STAGE / LOCATION | TYPE | DESCRIPTION | RESPONSIBLE AGENCY | DURATION OF TIME |
|---|-------------------------------------|---|---|-----------------------------------|
| Limits of dry land bridge extension and approach pavements Sta. 394+00 to 398+50 RT. Between handholes approximately Sta. 391+90 to 399+59 RT. | 4" PVC for future fiber optic | 4" PVC underground for future Village of Orland fiber | Work in contract to replace conduit and one handhole that is in conflict during Stage 1 dry land bridge construction. Work to be completed after land bridge piles are installed. | Included in this contract. 5 Days |

Stage 1: 5 Days Total Installation

The following contact information is what was used during the preparation of the plans as

provided by the Agency/Company responsible for resolution of the conflict.

| Agency/Company Responsible to Resolve Conflict | Name of contact | Phone | E-mail address |
|--|-----------------------------------|--------------|-------------------------|
| Village of Orland Park | Sean Marquez, Village Engineer | 708-403-6171 | smarquez@orlandpark.org |

UTILITIES TO BE WATCHED AND PROTECTED

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

Stage 1

| STAGE / TYPE | | DESCRIPTION | OWNER |
|--|---|---|---|
| Limits of dry land bridge extension and approach pavements approximately Sta. 394+00 to 398+50 RT | 16" Water main | 16" underground water main along south ROW. Pile supported approximately Sta. 395+25 to 401+00 RT. Watch and protect during pile driving operations and during any potential ComED or AT&T relocations. | Village of Orland Park |
| Limits of dry land bridge extension and approach pavements approximately Sta. 394+00 to 398+50 RT. | 60" underground sewer | 60" underground MWRD interceptor sewer. | Metropolitan Water Reclamation District of Greater Chicago (MWRD) |
| Limits of dry land bridge extension and approach pavements approximately Sta. 394+00 to 398+50 RT. Underground electric from approx. Sta. 394+65 to 400+75. | Underground electric in 2-6" conduits | Underground conduits are located behind the back of the south curb within the limits of the dry land bridge extension. | ComED |
| Limits of dry land bridge extension and approach pavements approximately Sta. 394+00 to 398+50 RT. Underground phone from approx. Sta. 394+65 to 400+25. | Underground phone in 4" conduit | Underground conduit is located behind the back of the south curb within the limits of the dry land bridge extension. | AT&T |

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

| Agency/Company Responsible to Resolve Conflict | Name of contact | Phone | E-mail address |
|--|-----------------------------------|--------------|-----------------------------|
| Village of Orland Park | Sean Marquez, Village Engineer | 708-403-6171 | smarquez@orlandpark.org |
| MWRD | Hanif Munshi | 312-751-3184 | MunshiM@mwrd.org |
| ComED | Emily Craven | 312-718-8391 | emily.craven@exeloncorp.com |
| AT&T | Chris Cass | 708-972-8993 | cc4361@att.com |

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

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

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

PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2012 Revised: July 15, 2012

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

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

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

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

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

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

COMPLETION DATE PLUS WORKING DAYS (D-1)

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

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on <u>October 31, 2022</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within $\underline{\mathbf{5}}$ working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This contract abuts and/or overlaps with other concurrent contracts as listed below. Each contract includes work items requiring close coordination between the various Contractors regarding the sequence and timing for execution of work items. The following contract(s) include critical work items that affect the staging of traffic and the completion dates of this Contract #62P68. The critical items along with their scheduled completion dates are listed after each contract.

No additional compensation will be allowed this Contractor for compliance with the above requirements, nor for any delays or inconvenience resulting from the activities of the other contractors.

1. Contract #TBD (104th Avenue Multi-Use Path Construction, 159th Street to 163rd Place)

Add the following paragraph to the beginning of Article 105.08 of the Standard Specifications.

"The Contractor shall identify all such work items (including the critical items listed above) at the beginning of the contract and coordinate the sequence and timing for their execution and completion with the other Contractors through the Engineer. All of these work items shall be identified as separate line items in the Contractor's proposed construction Progress Schedule described in Article 108.02 of the Standard Specifications. Additional compensation or the extension of contract time will not be allowed for the progress of the work items affected by the lack of such coordination by the Contractor."

The daily schedule shall include the Contractor's or Sub-Contractor's planned work for that day including the location, description, scheduled work hours and pay items of work to be performed. The schedule shall also include any material testing requests, layout check requests and all traffic control measures to be implemented for that day's work.

Additional compensation or the extension of contract time will not be allowed for work items where progress is affected due to the lack of coordination with other Contractors or failure to submit daily work schedules by the Contractor.

PROGRESS SCHEDULE

Time is of the essence in this Contract. The Contractor shall determine his need to work longer hours, use additional crews, and work during weekends in order to complete the work within the required time limit. The Contractor shall submit a Critical Path Method (CPM) Progress Schedule for the Engineer's approval before the work can be started.

The Contractor will not be allowed any extra compensation for working longer hours or using extra shifts; and working on weekends or during holidays; working during winter months, etc., to meet the specified Completion Date.

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D-1)

Effective: February 1, 1996 Revised: March 1, 2011

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

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

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

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

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

TRAFFIC CONTROL PLAN (D-1)

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:

| 701001 | OFF-ROAD OPERATIONS 2L, 2W, MORE THAN 15' (4.5M) AWAY |
|--------|--|
| 701006 | OFF-ROAD OPERATIONS 2L, 2W, 15' (4.5 M) TO 24" (600 MM) FROM |
| | PAVEMENT EDGE |
| 701601 | URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE |
| | MEDIAN |
| 701611 | URBAN HALF ROAD CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN |
| 701701 | URBAN LANE CLOSURE, MULTILANE INTERSECTION |
| 701801 | SIDEWALK, CORNER OR CROSSWALK CLOSURE |
| 701901 | TRAFFIC CONTROL DEVICES |
| | |

DETAILS:

TC-10: TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

TC-26: DRIVEWAY ENTRANCE SIGNING

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

SPECIAL PROVISIONS:

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)
MAINTENANCE OF ROADWAYS (D-1)
PUBLIC CONVENIENCE AND SAFETY (D-1)
TEMPORARY PAVEMENT (D-1)
TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D-1)
AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003 Revised: August 10, 2017

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

Arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards, District Details, and the direction of the Engineer. The Contractor shall request and gain approval from the Engineer seventy–two (72) hours in advance of all long-term (24 hrs. or longer) lane closures.

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

Peak traffic volume hours are defined as weekdays (Monday through Friday) from 6:00 AM to 8:30 AM and 4:30 PM to 6:00 PM.

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

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

One lane or ramp blocked = \$1,000

Two lanes blocked = \$2,500

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

DRAINAGE SCUPPERS, DS-12

<u>Description</u>: This item of work shall consist of the furnishing of all labor, tools, materials and equipment, transportation, and any appurtenant work required for the complete installation of the Drainage Scuppers at the locations shown on the plans and in accordance with the details shown therein.

General Requirements: All cast iron parts shall be gray iron conforming to the requirements of AASHTO M 105, Class 35B iron. The scupper grate, frame and downspout shall be galvanized according to AASHTO M 111 and ASTM A 385. The Contractor must take appropriate measures to assure that Protective Coat is not applied to the Scupper. The scupper seating surface and accompanying grate surface shall be cast and match-machined to provide a non-rocking type installation. Each grate shall remain matched to its companion scupper throughout construction and installation.

<u>Method of Measurement</u>: This item of work shall be measured in place at each installation of a Drainage Scuppers, DS-12.

<u>Basis of Payment</u>: This item of work shall be paid for at the contract unit price per each for DRAINAGE SCUPPERS, DS-12, which price shall be payment in full for all materials, tools, labor and equipment necessary to furnish, transport and install the drainage scupper, all where shown on the manufacturer's submittals, as required on the Plans and as directed by the Engineer. Any appurtenant items shall not be paid for separately, but shall be considered included in the contract unit price for this item.

HANDHOLE, COMPOSITE CONCRETE (SPECIAL)

<u>Description</u>: This work shall consist of furnishing and installing a 13"x24"x18" deep composite concrete handhole as shown on the plans. All work related to the installation of the handhole shall be included (excavation, installation of handhole and cover, french drain, backfill, disposal of surplus excavate material, etc.)

<u>Materials</u>: All materials shall be in accordance with the contract plan drawings and requirements.

<u>Construction Requirements</u>: The handhole shall be precast constructed of polymer concrete. The box and lid shall meet or exceed ANSI Tier 15 loading requirements and also be UL listed. The box shall be placed on 12" of crushed stone for drainage. The lid shall have a logo as shown on plans. All work shall be installed as shown on the contract plan drawings and in accordance with Sections 814 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

<u>Measurement and Payment</u>: The work shall be paid for at the contract unit price each for HANDHOLE, COMPOSITE CONCRETE (SPECIAL), which shall be payment in full for all work listed herein.

VILLAGE OF ORLAND PARK FIBER OPTIC CONDUIT

<u>Description:</u> This work is for the fiber optic conduit that is removed and replaced for the conduit and handhole along existing dry land bridge #3. This work shall consist of furnishing and installing PVC Conduit and Galvanized Steel Conduit (Casing), Fiber Optic Tracer Wire, Pulling Tape, HANDHOLE, COMPOSITE CONCRETE (SPECIAL) and all necessary appurtenances of the required material as shown on the Drawings and in conformance with the applicable portions of these Special Provisions, and portions of the Illinois Department of Transportation (IDOT) "Standard Specifications For Road and Bridge Construction" Sections 810, 814 and 873, where applicable, including Basis of Payment. All Conduit/appurtenance work shall be in conformance with the National Electric Code, State of Illinois Standards and the Village of Orland Park Ordinances. In case of conflict with any part, or parts, of said Specifications, the most stringent provisions shall take precedence and shall govern.

This work shall be done according to the specifications, Special Provisions and to the requirements of construction permits of the Illinois Department of Transportation. The Contractor shall be responsible for obtaining the Illinois Department of Transportation permit and Permit Bond for work performed in State right-of-way.

The Contractor shall provide all labor, material and equipment required to furnish and install Conduit, handholes, fiber optic tracer wire, pulling tape and appurtenances, and all other improvements shown on the plans as required to perform the work and as specified herein.

The extent of conduit and handhole work as shown shall include the following: Conduit pushing or trench excavation, backfill and cleanup, conduit installation, handhole installation, connection of conduit to handholes, connecting to existing conduit/handholes, fiber optic tracer wire installation, pulling tape installation for future fiber optic cable, identification and protection of existing utilities, coordination with proposed utilities, cut offs and plugs if required, bedding, shoring and bracing.

At least 30 days prior to installation of pipe covered in these specifications, the Contractor is required to submit to the Village of Orland Park and the Engineer shop drawings/catalog descriptions of all items to be installed showing locations, dimensions, and details, including piping sizes, pipe materials, fittings, valves, basins, hydrants, and other appurtenances. Detailed drawings of any proposed deviation from the Contract Drawings due to actual field conditions or other causes shall be included with the foregoing submittal as soon as practical. The shop drawings shall have a bill of material on each drawing defining all items mentioned above. All catalog and descriptive data shall note where the specific item is to be installed and a cross reference made on the Contract Drawings. The manufacturer shall certify to a minimum 3 years experience specializing in manufacturing of products specified herein.

The Contractor shall establish and maintain quality control of all equipment and construction operations involved under this item. To assure compliance with contract requirements, the Contractor shall maintain records of his quality control for all items listed below.

- 1. Check for damage to and defects in materials.
- 2. Check for proper storage of materials and provide a systematic listing of these items and their location.
- 3. Check to see that shop drawings on all conduit system items have been submitted and are approved.
- Check to see that all conduit materials conform to approved shop drawings.
- 5. Review requirements of Drawings and specifications and check layouts.

A copy of these records shall be kept at the jobsite and shall be available at all times for the Engineer's review.

All manufactured items shall be standard commercial products of reputable manufacturers. Where materials are shown on the Drawings or listed but not specifically covered by a standard or specification, the Contractor shall furnish best commercial grades of material or articles subject to the approval of the Engineer. When two or more articles of the same material or equipment are required, similar articles of the same size shall be products of a single manufacturer.

The Contractor shall warrant the work constructed and specified herein to be free of material or workmanship defects for a period of one (1) year from the date of substantial completion established by the Owner.

Materials:

- 1. Conduit Galvanized. Shall be per IDOT Standard Specification 1088.01 (a) (1)
- 2. Conduit PVC. Shall be per IDOT Standard Specification 1088 (b)
- 3. Fiber Optic Tracer Wire/Pulling Tape Neptco Detectable MULETAPE DT1800P
- 4. Handholes shall be located, only in the parkway areas outside of roadway pavement or driveway pavement and shall be 30" x 48" x 18" stacked polymer concrete handholes (Type Quanzite PG Style)
 - a. The frame for handholes shall be manufactured such that the lid contains the following words embossed in the surface: "VILLAGE OF ORLAND PARK FIBER OPTIC". The layout of the lid shall be submitted to the Village for approval prior to delivery to site.

General:

In addition to the Contract Documents, the installation of the conduit and handholes shall be in accordance with IEPA Standards and Specifications for Soil Erosion and Sediment Control, State of Illinois Electric Code and OSHA safety standards.

The Contract Drawings show the general arrangement for the future fiber optic cable underground conduit systems. Whenever the Contractor deems it necessary to deviate from the arrangements shown, he shall submit to the Engineer in writing a request for the deviation, along with drawings showing the proposed new arrangement. Deviation shall not be made until approval of new arrangements is obtained. Wherever conduit arrangements are shown or required to be modified to accommodate the material approved for installation, the Contractor shall prepare and submit for approval detailed shop drawings of the new arrangement. Only new and unused materials shall be installed in the work specified herein.

The Contract Drawings are not intended to show every fitting, offset, or similar item. Conduit systems shall include all fittings, anchors, bracing, or other equipment necessary for the proper installation of the system, but shall include not less than that shown in the Contract Drawings. Conduit and handholes shall be arranged and installed approximately as indicated, straight, plumb, and as direct as possible. All changes in direction of conduit shall be made with fittings, or joint flex as approved by Engineer.

Proper and suitable tools and appliances for the safe and convenient handling and placing of the conduits and handholes shall be used. All pieces shall be carefully examined for defects and no piece shall be laid which is known to be defective. If any defective piece should be discovered after having been placed, it shall be removed and replaced with a sound piece, in a satisfactory manner, by the Contractor at his own expense. The conduit sections shall be thoroughly cleaned before they are placed, shall be kept clean until they are accepted in the completed work, and shall conform accurately to the lines and elevations shown on the Contract Drawings, or as specified.

Contractor shall coordinate the crossing of any existing or proposed piping with the Roadway contractor.

Installation:

Installation shall be per IDOT Standard Specification 814.04 and equipment shall be per IDOT Standard Specification 814.03. The depth of the proposed conduit shall generally be such that the proposed cover is between 24 and 30 inches, but it is up to the Contractor to verify all existing and proposed facilities, and to place this conduit to avoid all conflicts and damage to existing facilities. The Contractor may, if trenching method is utilized and IDOT concurs, use the trench in common with conduit installed for the proposed Traffic Signals and/or Street Lighting. The Conduit shall be installed from handhole to handhole containing a pre-installed rope, pulling tape or cable to be used to pull the future cable through the conduit. The installation shall also include a tracing tape for locating purposes. The tape shall be woven reinforced polyethylene tape with a metallic core or backing that is detectable. The fiber optic tracer wire and pulling tape shall be continuous between handholes.

Property Protection:

Trees, fences, poles and all other property shall be protected unless the removal is authorized. Any property damaged shall be satisfactorily restored by the Contractor at no additional compensation.

Piling Excavated Material:

All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing roadways. Fire hydrants under pressure, valve pit covers, valve boxes, manholes, electrical vaults, or other utility controls shall be left unobstructed and accessible until the work is completed. Natural watercourses shall not be obstructed. Surplus material and excavated material unsuitable for backfilling shall be transported and disposed of off the site in disposal areas obtained by the Contractor.

Dewatering:

The Contractor shall at all times during construction provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavations or other parts of the work until all work to be performed therein has been completed. No water containing suspended solids shall be discharged into storm sewers. The proposed method for controls of groundwater shall be submitted to the Engineer for approval.

Plugging Dead Ends:

Plugs shall be inserted into the ends of all dead end conduit. No ends shall be left open during construction activities.

Barricades, Guards and Safety Provisions:

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, lights and guards as required shall be placed and maintained by the Contractor at his expense during the progress of the construction work and until it is safe for pedestrians or traffic to use the area. All material piles, equipment and conduit which may serve as obstructions shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of OSHA and the appropriate authorities respecting safety provisions shall be observed.

Structure Protection:

Temporary support, adequate protection and maintenance of all underground and surface structures, drains, piping and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his expense. The structures which may have been disturbed shall be restored upon completion of the work.

Cleaning Up:

Surplus pipe line materials, tools and temporary structures shall be removed by the Contractor; and all dirt, rubbish and excess earth from excavation shall be hauled to a landfill by the Contractor, and the construction site shall be left clean, to the satisfaction of the Engineer and the Owner.

Acceptance:

Once the Fiber optic conduit system has been completed according to the specifications set forth in this Section, the Engineer shall, upon the request of the Contractor, inspect the system and prepare a list of items for repair (punch list). The list shall be given or sent to the Contractor and when repairs have been made, the Engineer shall accept the conduit system for operational use only. During the time after the acceptance by the Engineer and the Village of Orland Park Village for maintenance, the Contractor shall be responsible for any delinquencies incurred within the system, including but not limited to conduit breaks, adjustment to handhole frames, and any other system damages.

Measurement and Payment:

The items of work described in the Village of Orland Park Specifications shall be measured and paid for at the contract unit prices as specified in IDOT Standard Specifications Sections 810, 814 and 873, which prices shall include payment in full for all work and incidentals required to complete the work as specified. Pay items for the fiber Optic Conduit system work shall be as follows:

Underground Conduit, Galvanized Steel (Casing), 5", per foot. Underground Conduit, PVC, 4", per foot. Fiber Optic Tracer Wire, No. 14, 1C, per foot. Handhole, Composite Concrete (Special), per each

Measurement of all conduit shall be along its centerline on a lineal foot basis to the nearest 6" increment unless otherwise specified on the Drawings. Pre-installed rope, pulling tape or cable shall be included in the cost of conduit. No additions or deductions for fittings, bends, pre-installed rope, pulling tape or cable will be made. Handholes shall be supplied with a frame and lid with the words "VILLAGE OF ORLAND PARK – FIBER OPTIC" cast into the lid.

DRAINAGE SYSTEM FOR STRUCTURES

<u>Description</u>: This work shall consist of furnishing and installing a bridge drainage system as shown on the plans, including all piping, fittings, flexible transition coupling, support brackets, inserts, and bolts when specified.

Affected work specified elsewhere includes, but not necessary limited to, DRAINAGE SCUPPER, DS-12. Run-out pipe and concrete thrust block will be paid for separately.

<u>Material</u>: The pipe and fittings shall be PVC pipe in accordance with all applicable portions of Section 523, Section 550 and 1040.03 of the Standard Specifications, and as modified herein.

<u>Installation</u>: All connections of pipes and fittings shown on the plans to facilitate future removal for maintenance cleanout or flushing shall be made with a threaded, gasketed coupler or a bolted gasketed flange system. Adhesive bonded joints will be permitted for runs of pipe between such connections, unless noted otherwise. This work shall be performed in accordance with Section 505 and Section 523 of the Standard Specifications.

<u>Basis of Payment</u>: This work will be paid for at the contract lump sum price for DRAINAGE SYSTEM FOR STRUCTURES.

REMOVE EXISTING FLARED END SECTION

<u>Description</u>: This work shall consist of the removal and disposal of existing flared end sections (FES) at the locations shown on the plans and as directed by the Engineer. All work shall conform to applicable articles of Section 551 of the Standard Specifications.

<u>General</u>: Materials removed shall be disposed of as specified in Article 202.03 of the Standard Specifications.

<u>Method of Measurement</u>: This work shall include all labor, excavation, backfill, material, and equipment to complete this item as specified.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION, regardless of size and material, which price shall include all work, excavation, materials, all equipment and labor required to complete the work as specified.

REMOVE AND RE-ERECT TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL)

<u>Description</u>: This work shall consist of removal and relocation of Traffic Barrier Terminals, Type 1 (Special) of type specified in the plans to locations shown in the plans, as directed by the Engineer, in accordance with Section 631 of the Standard Specifications.

<u>Basis of Payment</u>: This work will be measured and paid for at the contract unit price per each for REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) of the type specified.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

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

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

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

 Station 369+00 to Station 406+50 (159th Street) 0 to 100 feet RT (Farmland, Commercial Business, and Vacant Area, PESA Site 846D-148, 9941 to 10559 159th Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)Pyrene, Lead, and Manganese.

Work Zones

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites: **None**

BIKE PATH REMOVAL

<u>Description</u>: This work shall consist of the complete removal of existing hot-mix asphalt bicycle path pavement in accordance with Section 440 of the Standard Specifications and as herein specified.

<u>General</u>: All existing pavement, including surface courses, binder courses, aggregate base courses, and stabilized subbases, and other appurtenances as listed above, which are denoted for removal and which interfere with construction work shall be completely removed as shown on the plans or as directed by the Engineer.

<u>Disposal of Material</u>: Materials resulting from the removal of existing pavement and appurtenances as herein specified shall be disposed of according to Article 202.03.

<u>Method of Measurement</u>: This work will be measured for payment in place and the area computed in square yards.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per square yard for BIKE PATH REMOVAL.

EMBANKMENT I (D-1)

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

<u>Description</u>. This work shall be according to Section 205 of the Standard Specifications except for the following.

<u>Material</u>. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
 - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
 - 2) A plasticity index (PI) of less than 12.
 - 3) A liquid limit (LL) in excess of 50.

- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

<u>Samples</u>. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

<u>Placing Material</u>. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

<u>Compaction</u>. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

<u>Stability.</u> The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

<u>Basis of Payment.</u> This work will not be paid separately but will be considered as included in the various items of excavation

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

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

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

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

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

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D-1)

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

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

TEMPORARY INFORMATION SIGNING (D-1)

Effective: November 13, 1996 Revised: January 29, 2020

Description.

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

Materials.

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

| | <u>ltem</u> | Article/Section |
|-----|-------------------------|-----------------|
| a.) | Sign Base (Note 1) | 1090 |
| b.) | Sign Face (Note 2) | 1091 |
| c.) | Sign Legends | 1091 |
| d.) | Sign Supports | 1093 |
| e.) | Overlay Panels (Note 3) | 1090.02 |

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.
- Note 3. 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 bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

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.

TEMPORARY PAVEMENT (D-1)

Effective: March 1, 2003 Revised: April 10, 2008

<u>Description.</u> This work shall consist of constructing a temporary pavement at the locations shown on the plans or as directed by the engineer.

The contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement shall be as described in the plans. The contractor shall have the option of constructing either material type if both Portland cement concrete and HMA are shown in the plans.

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement, if required, shall conform to Section 440 of the Standard Specification.

<u>Method of Measurement</u>. Temporary pavement will be measured in place and the area computed in square yards (square meters).

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square yard (square meter) for TEMPORARY PAVEMENT and TEMPORARY PAVEMENT (INTERSTATE).

Removal of temporary pavement will be paid for at the contract unit price per square yard (square meter) for PAVEMENT REMOVAL.

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012 Revised: December 1, 2021

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

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

303.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Coarse Aggregate | 1004.07 |
| (b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and | d 3)1031 |

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

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

Add the following to Section 1004 of the Standard Specifications:

- "1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
 - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
 - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

(c) Gradation.

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

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

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

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

FRICTION AGGREGATE (D-1)

Effective: January 1, 2011 Revised: December 1, 2021

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

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

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

| Use | Mixture | Aggregates Allowed |
|---------|---------------|---|
| Class A | Seal or Cover | Allowed Alone or in Combination ^{5/} : |
| | | Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete |

| Use | Mixture | Aggregates Allowe | ed |
|--|---|---|--|
| HMA Low ESAL | Stabilized Subbase or Shoulders | Allowed Alone or in Gravel Crushed Gravel Carbonate Crushe Crystalline Crushe Crushed Sandstor Crushed Slag (AC Crushed Steel Slat Crushed Concrete | nd Stone d Stone ne BF) |
| HMA High ESAL Low ESAL | Binder IL-19.0 or IL-19.0L SMA Binder | Allowed Alone or in Crushed Gravel Carbonate Crushe Crystalline Crushe Crushed Sandstor Crushed Slag (AC Crushed Concrete | d Stone ne BF) |
| HMA High ESAL Low ESAL | C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L | Allowed Alone or in Crushed Gravel Carbonate Crushe Crystalline Crushe Crushed Sandstor Crushed Slag (AC Crushed Steel Slag Crushed Concrete | d Stone ^{2/} d Stone ne BF) g ^{4/} |
| HMA High ESAL D Surface and Binder IL-9.5 or IL-9.5FG | | Allowed Alone or in Combination ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} | |
| | | Other Combination Up to 25% Limestone 50% Limestone | Dolomite Any Mixture D aggregate other than Dolomite |
| | | 75% Limestone | Crushed Slag (ACBF) or Crushed Sandstone |

| Use | Mixture | Aggregates Allow | ed |
|---|-------------------------------|---|---|
| HMA High ESAL E Surface IL-9.5 SMA Ndesign 80 Surface | | Allowed Alone or in Combination ^{5/6/} : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone. | |
| | | Other Combinatio | With |
| | | Up to 50% Dolomite ^{2/} | Any Mixture E |
| | | 0070 2010111110 | aggregate |
| | | 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |
| | | 75% Crushed Gravel ^{2/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag |
| HMA | F Surface | Allowed Alone or | in Combination 5/6/: |
| High ESAL | IL-9.5 SMA Ndesign 80 Surface | Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone. | |
| | | Other Combinations Allowed: | |
| | | Up to | With |
| | | 50% Crushed Gravel ^{2/} or Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D-1)

Effective: January 1, 2019 Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

"During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

| High ESAL – Required Samples for Verification Testing | | |
|---|--------------------------------------|--|
| Mixture | Hamburg Wheel and I-FIT Testing 1/2/ | |
| Binder | total of 3 - 160 mm tall bricks | |
| Surface | total of 4 - 160 mm tall bricks | |

| Low ESAL – Required Samples for Verification Testing | | |
|--|------------------------|--|
| Mixture | I-FIT Testing 1/2/ | |
| Binder | 1 - 160 mm tall brick | |
| Surface | 2 - 160 mm tall bricks | |

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above." Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019 Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

| Use | Size/Application | Gradation No. |
|-----------------------|--|--|
| Class A-1, A-2, & A-3 | 3/8 in. (10 mm) Seal | CA 16 or CA 20 |
| Class A-1 | 1/2 in. (13 mm) Seal | CA 15 |
| Class A-2 & A-3 | Cover Coat | CA 14 |
| | IL-19.0; Stabilized Subbase IL-19.0 | CA 11 ^{1/} |
| LINAA LISSIA EOAL | SMA 12.5 ^{2/} | CA 13 ⁴ , CA 14, or CA 16 |
| HMA High ESAL | SMA 9.5 ^{2/} | CA 13 ^{3/4/} or CA 16 ^{3/} |
| | IL-9.5 | CA 16, CM 13 ^{4/} |
| | IL-9.5FG | CA 16 |
| LIMA Low ESAL | IL-19.0L | CA 11 ^{1/} |
| HMA Low ESAL | IL-9.5L | CA 16 |

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

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

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

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

| "High ESAL | Binder Courses | IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0 |
|------------|-----------------|--|
| | Surface Courses | IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5" |

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6)

1032

(h) Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.."

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

| | "MIXTURE COMPOSITION (% PASSING) 1/ | | | | | | | | | | | |
|------------------------------|-------------------------------------|-------|-----|--------|-----|-------------------|------------------|------------------|-------|------------------|--------|--------|
| Sieve | IL-19 | .0 mm | SMA | 12.5 | SMA | 9.5 | IL-9. | 5mm | IL-9. | .5FG | IL-4.7 | '5 mm |
| Size | min | max | min | max | min | max | min | max | min | max | min | max |
| 1 1/2 in (37.5 mm) | | | | | | | | | | | | |
| 1 in. (25 mm) | | 100 | | | | | | | | | | |
| 3/4 in. (19 mm) | 90 | 100 | | 100 | | | | | | | | |
| 1/2 in. (12.5 mm) | 75 | 89 | 80 | 100 | | 100 | | 100 | | 100 | | 100 |
| 3/8 in. (9.5 mm) | | | | 65 | 90 | 100 | 90 | 100 | 90 | 100 | | 100 |
| #4 (4.75 mm) | 40 | 60 | 20 | 30 | 36 | 50 | 34 | 69 | 60 | 75 ^{6/} | 90 | 100 |
| #8 (2.36 mm) | 20 | 42 | 16 | 24 4/ | 16 | 324/ | 34 ^{5/} | 52 ^{2/} | 45 | 60 ^{6/} | 70 | 90 |
| #16 (1.18 mm) | 15 | 30 | | | | | 10 | 32 | 25 | 40 | 50 | 65 |
| #30 (600 μm) | | | 12 | 16 | 12 | 18 | | | 15 | 30 | | |
| #50 (300 μm) | 6 | 15 | | | | | 4 | 15 | 8 | 15 | 15 | 30 |
| #100 (150 μm) | 4 | 9 | | | | | 3 | 10 | 6 | 10 | 10 | 18 |
| #200 (75 μm) | 3.0 | 6.0 | 7.0 | 9.0 3/ | 7.5 | 9.5 ^{3/} | 4.0 | 6.0 | 4.0 | 6.5 | 7.0 | 9.0 3/ |
| #635 (20 μm) | | | ≤ | 3.0 | ≤ 3 | 3.0 | | | | | | |
| Ratio Dust/Asphalt Binder | | 1.0 | | 1.5 | | 1.5 | | 1.0 | | 1.0 | | 1.0 |

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

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

| | Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign | | | | | |
|----------------------------|---|------|------|--|------|--|
| Mix Design | 30 | 50 | 70 | 80 | 90 | |
| IL-19.0 | | 13.5 | 13.5 | | 13.5 | |
| IL-9.5 | | 15.0 | 15.0 | | | |
| IL-9.5FG | | 15.0 | 15.0 | | | |
| IL-4.75 ^{1/} | | 18.5 | | | | |
| SMA-12.5 ^{1/2/5/} | | | | 17.0 ^{3/} /16.0 ^{4/} | | |
| SMA-9.5 ^{1/2/5/} | | | | 17.0 ^{3/} /16.0 ^{4/} | | |
| IL-19.0L | 13.5 | | | | | |
| IL-9.5L | 15.0 | | | | | |

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760.
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

| | | () | |
|--|--|---|---|
| | Breakdown/Intermediate Roller (one of the following) | Final Roller (one or more of the following) | Density Requirement |
| IL-9.5, IL-9.5FG, IL-19.0 ^{1/} | V_D , P , T_B , $3W$, O_T , O_B | V_S , T_B , T_F , O_T | As specified in Section 1030 |
| IL-4.75 and SMA _{3/4/} | T _{B,} 3W, O _T | T _F , 3W | As specified in Section 1030 |
| Mixtures on Bridge Decks ^{2/} | Тв | T _F | As specified in Articles 582.05 and 582.06. |

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T B), and/or three-wheel (3W) rollers for breakdown, except one of the (TB) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (TB) or (3W) rollers can be substituted for an oscillatory roller (OT). TF rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and TB rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for TB rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

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

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's Gmb."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

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

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

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

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

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

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

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

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

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

ENGINEER'S FIELD OFFICE TYPE A (D-1)

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A (D1). Type A (D1) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 1000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer. Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (D1).

TRAFFIC SIGNAL GENERAL REQUIREMENTS (D-1)

Effective: May 22, 2002 Revised: March 25, 2016

800.01TS

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

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

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

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

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

- Be full service with on-site facilities to assemble, test and trouble-shoot traffic signal controllers and cabinet assemblies.
- Maintain an inventory of IDOT District One approved controllers and cabinets.
- Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- Technical staff shall hold current IMSA Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons and inspections with a minimum 14 calendar day notice.

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

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

- 1. All material approval requests shall be made prior to or no later than the date of the preconstruction meeting. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- 2. Product data and shop drawings shall be assembled by pay item. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
- 3. Original manufacturer published product data and shop drawing sheets with legible dimensions and details shall be submitted for review.
- 4. When hard copy submittals are necessary, four complete copies of the manufacturer's descriptive literatures and technical data for the traffic signal materials shall be submitted. For hard copy or electronic submittals, the descriptive literature and technical data shall be adequate for determining whether the materials meet the requirements of the plans and specifications. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- 5. When hard copy submittals are necessary for structural elements, four complete copies of the shop drawings for the mast arm assemblies and poles, and the combination mast arm assemblies and poles showing, in detail, the fabrication thereof and the certified mill analyses of the materials used in the fabrication, anchor rods, and reinforcing materials shall be submitted.
- 6. Partial or incomplete submittals will be returned without review.
- 7. Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures. The Contractor shall account for the additional review time in his schedule.

- 8. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
- 9. 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.
- 10. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.
- 11. The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- 12. All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
- 13. 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.
- 14. Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

Marking Proposed Locations.

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

Add the following to Article 801.09 of the Standard Specifications:

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

<u>Inspection of Electrical Systems</u>.

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's facility 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 a. locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, Municipality or Transit Agency in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the The Contractor shall supply the Engineer, Area Traffic Signal Contractor. Maintenance and Operations Engineer, IDOT ComCenter and the Department's Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.
- b. Automatic Traffic Enforcement equipment such as red lighting running and railroad crossing camera systems are owned and operated by others and the Contractor shall not be responsible for maintaining this equipment.
- c. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.

- d. 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. The Department will attempt to full-fill the Contractor's inspection date request(s), however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested inspection date(s) cannot be scheduled by the Department. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- e. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- f. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department may inspect any signalizing device on the Department's highway system at any time without notification.

- g. 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.
- h. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- i. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be for separately but shall be included in the contract.

Damage to Traffic Signal System.

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

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

Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

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

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 Equipment Supplier 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 attempt to full-fill the Contractor's turn-on and inspection date request(s), however workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested turn-on and inspection date(s) cannot be scheduled by the Department. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

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

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

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

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

Final Project Documentation:

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

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

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

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

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

Record Drawings.

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

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

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

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

Add the following to Article 801.16 of the Standard Specifications:

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

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

Datum to be used shall be North American 1983.

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

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

Examples:

| Date | Item | Description | Latitude | Longitude |
|------------|---------------------------------|--|-----------|------------|
| 01/01/2015 | MP (Mast Arm Pole) | NEQ, NB, Dual, Combination Pole | 41.580493 | -87.793378 |
| 01/01/2015 | HH (Handhole) | Heavy Duty, Fiber, Intersection, Double | 41.558532 | -87.792571 |
| 01/01/2015 | ES (Electrical Service) | Ground mount, Pole mount | 41.765532 | -87.543571 |
| 01/01/2015 | CC (Controller Cabinet) | | 41.602248 | -87.794053 |
| 01/01/2015 | RSC (Rigid Steel Crossing) | IL 31 east side crossing south leg to center HH at Klausen | 41.611111 | -87.790222 |
| 01/01/2015 | PTZ (PTZ) | NEQ extension pole | 41.593434 | -87.769876 |
| 01/01/2015 | POST (Post) | | 41.651848 | -87.762053 |
| 01/01/2015 | MCC (Master Controller Cabinet) | | 41.584593 | -87.793378 |
| 01/01/2015 | COMC (Communication Cabinet) | | 41.584600 | -87.793432 |
| 01/01/2015 | BBS (Battery Backup System) | | 41.558532 | -87.792571 |
| 01/01/2015 | CNCR (Conduit Crossing) | 4-inch IL 31 n/o of Klausen | 41.588888 | -87.794440 |

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

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

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

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

Delete the last sentence of the 3rd paragraph of Article 801.16.

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

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

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

Restoration of Work Area.

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

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

Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/unenergized signal sections and visors. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service.

TEMPORARY TRAFFIC SIGNAL TIMING (D-1)

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

890.02TS

Description.

This work shall consist of developing and maintaining appropriate traffic signal timings for the specified intersection for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Closed Loop Traffic signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMING.

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings.
- (b) Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (c) Consultant shall provide monthly observation of traffic signal operations in the field.
- (d) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (e) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.
- (f) Return original timing plan once construction is complete.

Basis of Payment.

The work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL TIMING, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50 percent of the bid price will be paid. The remaining 50 percent of the bid price will be paid following the removal of the temporary traffic signal installation and/or detour.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION (D-1)

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

850.01TS

General.

- 1. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection.
- 2. The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.
- 3. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle pre-emption equipment, master controllers, uninterruptable power supply (UPS and batteries), PTZ cameras, vehicle detection, handholes, lighted signs, telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment.
- 4. Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
- 5. Maintenance shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.
- 6. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

Maintenance.

1. The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs. Prior to the traffic signal maintenance transfer, the contractor shall supply a detailed maintenance schedule that includes dates, locations, names of electricians providing the required checks and inspections along with any other information requested by the Engineer.

- 2. The Contractor is advised that the existing and/or span wire traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- 3. The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.
- 4. The Contractor shall provide the Engineer with 2 (two) 24 hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- 5. Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- 6. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the State's Electrical Maintenance Contractor's costs and liquidated damages of \$1000 per day per occurrence. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

- 7. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- 8. Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.
- Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement.
- 10. The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.
- 11. The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power to critical locations shall not be paid for separately but shall be included in the contract.
- 12. Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.

Basis of Payment.

This work will be paid for at the contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately.

PREFORMED PAVEMENT JOINT SEAL

Effective: October 4, 2016 Revised: October 23, 2020

<u>Description.</u> This work shall consist of furnishing all labor, equipment and materials necessary to prepare the joint opening and install pavement joint seal(s) at the locations specified. Unless otherwise detailed on the plans, the joint shall be sized for a rated movement of 2 inches (50 mm).

<u>Materials:</u> Unless otherwise specified, one of the following prefabricated joint seals will be permitted.

- (a) Preformed Elastomeric Joint Seal. This material shall be according to Section 1053.01.
- (b) Preformed Pre-compressed, Silicone Coated, Self-Expanding Sealant System. This Sealant system shall be comprised of three components: 1) cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone; 2) field-applied epoxy adhesive primer, 3) field-injected silicone sealant bands.

The preformed, pre-compressed silicone joint seal shall, as a minimum, be according to the following:

- The joint seal shall be held in place by a non-sag, high modulus silicone adhesive.
- The joint seal shall be compatible with the epoxy and header material.
- The joint seal shall withstand the effects of vertical and lateral movements, skew movements and rotational movement without adhesive or cohesive failure.
- The joint seal shall be designed so that, the material is capable of movement of +50%, -50% (100% total) of nominal material size.
- The gland shall not contain any open, unsealed joints along its length in its final condition.
- Changes in plane and direction shall be executed using factory fabricated 90 degree transition assemblies. The transitions shall be watertight at the inside and outside corners through the full movement of the product.
- The depth of the joint shall be recessed 3/4 in. (19 mm) below the riding surface throughout the normal limits of joint movement.
- The joint seal shall be resistant to ultraviolet rays.
- The joint seal shall be resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that may be spilled on or applied to the surface.
- The manufacturer shall certify that the joint composition shall be free of any waxes or wax compounds; asphalts or asphalt compounds.

The joint material shall meet the following physical properties:

| Property | Requirement | Test Method |
|--|-------------------------------|-------------|
| Tensile Strength of Silicone Coating (min) | 140 psi | ASTM D 412 |
| UV Resistance of Joint System | No Changes2000 Hours | ASTM C793 |
| Density of Cellular Polyurethane Foam | 4.0 lb/ cu ft (200kg/cu m) | ASTM D545 |
| Heat Aging Effects (Silicone Coating) | No cracking, chalking | ASTM C 792 |
| Joint System Operating temp range (min) | -40° F to 185° F | ASTM C 711 |

The adhesive shall be a two-component, 100% solid, modified epoxy meeting the requirements of ASTM C881, Type I, Grade 3, Class B & C. The adhesive shall also have the following properties:

| Property | Requirement | Test method |
|--------------------------|-------------------------|-------------|
| Tensile Strength | 2,500 psi (24 MPa) min. | ASTM D638 |
| Compressive Strength | 7000 psi (48 MPa) min. | ASTM D695 |
| Bond Strength (Dry Cure) | 2000 psi (28MPa) min | ASTM C882 |
| Water Absorption | 0.1% by weight | ASTM D570 |

The silicone band adhesive shall have the following properties:

| Property | Requirement | Test Method |
|-------------------------|---|-------------|
| Movement Capability | +50/-50% | ASTM C 719 |
| Elongation at Break | >600% | ASTM D 5893 |
| Slump | ≤=0.3" | ASTM D 2202 |
| Hardness (Shore A) max. | 20 | ASTM C 661 |
| Tack free time (max) | 60 minutes | ASTM C 679 |
| Heat Aging Effects | No cracking, chalking | ASTM C 792 |
| Resilience | ≥ 75% | ASTM D5329 |
| Bond | 0% Adhesive or Cohesive Failure after 5 cycles @100%extension | ASTM D 5329 |

(c) Performed Silicone Joint Seal. The preformed silicone joint seal used for this item shall conform to the following specifications:

Table 1
Physical Properties of Preformed Silicone Gland

| Property | Requirement | Test Method |
|----------------------------------|------------------------------|-------------|
| Rated Movement Capability | +2 ¼ inch total | N/A |
| Tensile Strength, psi. | 1000 min | ASTM D 412 |
| Elongation | 400% min | ASTM D 412 |
| Tear (die B) | 100 ppi. min | ASTM D 624 |
| Hardness Durometer (Shore A). | 55 +/- 5 max | ASTM D 2240 |
| Compression set at 212°F, 70 hrs | 30% max | ASTM D 395 |
| Heat Aged Properties | 5pt max loss on Durometer | ASTM D 573 |
| Tensile and Elongation % Loss | 10 % max | |

The color of the preformed silicone seal shall be black, made by the addition of Carbon Black fillers which increases UV resistance, tensile strength, and abrasion wear properties.

The locking adhesive shall be non-sag, high modulus silicone adhesive conforming to the following specifications:

Table 2
Physical Properties of the Silicone Locking Adhesive

| Property | Requirement | Test Method |
|--------------------------|---------------------------------------|-------------|
| Tensile Strength, psi. | 200 min | ASTM D 412 |
| Elongation, % | 450 min | ASTM D 412 |
| Tack Free Time, minutes. | 20 max. | ASTM C 679 |
| Cure Time 1/4" bead, hrs | 24 max | ASTM C 679 |
| Resistance to U.V. | No cracking, chalking, or degradation | ASTM C793 |
| VOC (g/L) | 0 | ASTM D 3960 |

Any rips, tears, or bond failure will be cause for rejection.

The two part epoxy primer shall be supplied for application to the vertical faces of the joint opening. The supplied primer shall be equally as effective when bonded to concrete or steel. This primer shall meet the following criteria:

Table 3
Physical Properties of Preformed Silicone Joint System Primer

| Property | Requirement | Test Method |
|----------------------------------|-------------|--|
| Viscosity (cps) | 44 | ASTM D 2196 |
| Color | Light Amber | Visual |
| Solids (%) | 41 | ASTM D 4209 |
| Specific Gravity | 0.92 | ASTM D 1217 |
| Product Flash Point (∘F, T.C.C.) | 48 | ASTM D 56 |
| Package Stability | N/A | One year in tightly sealed containers |
| Cleaning | N/A | Mineral Spirits |
| VOC (g/L) | 520 | ASTM D 3960 |

(a) Preformed Inverted EPDM Joint Seal. The preformed inverted EPDM joint seal used for this item shall conform to the following specifications:

Table 1
Physical Properties of Preformed Silicone Gland

| Property | Requirement | Test Method |
|----------------------------------|--------------------|-------------|
| Rated Movement Capability | Up To 5 inch total | N/A |
| Tensile Strength, psi. | 1200 psi min | ASTM D 412 |
| Elongation | 400 % min | ASTM D 412 |
| Tear (Die C) | 150 pli. min | ASTM D 624 |
| Durometer Content | 50 +/- 5 max | ASTM D 2240 |
| Water Resistance (70 hrs @ 100c) | 10% max | ASTM D 471 |
| Ozone Resistance | 100 min | ASTM D 1171 |

Table 2 Physical Properties of the V-Epoxy-R

V-Epoxy-R adhesive meets the requirements of ASTM C881 Type III, Grade 2. The adhesive shall also have the following properties:

| Property | Requirement | Test Method |
|---|--------------------------------------|-------------|
| Color | Gray | Visual |
| Viscosity | 45,000 CP (typ.) | N/A |
| Gel Time (minutes) | 30 min. | ASTM C 881 |
| Shelf Life (Separate Sealed Containers) | 12 Months | N/A |
| Resistance to U.V. | No cracking, chalking,or degradation | ASTM C793 |
| VOC (g/L) | 0 | ASTM D 3960 |

Any rips, tears, or bond failure will be cause for rejection.

(e) Bonded Preformed Joint Seal. This joint system shall consist of preformed elastomeric seal bonded to the side walls of the joint opening using an adhesive as specified by the Manufacturer of the joint seal.

The bonded preformed joint seal shall be according to Table 1 of ASTM D2628 with the following exceptions: Compression set shall not be over 40 percent when tested according to Method B (Modified) of ASTM D 395 after 70 hours at 212 $^{\circ}$ F (100 $^{\circ}$ C). The Compression-Deflection requirement will not apply to the bonded preformed joint seal.

The adhesive shall be epoxy base, dual component, which resists salt, diluted acids, alkalis, solvents, greases, oils, moisture, sunlight and weathering. Temperatures up to 200 $^{\circ}$ F (93 $^{\circ}$ C) shall not reduce bond strength. At 68 $^{\circ}$ F (20 $^{\circ}$ C), the bond strength shall be a minimum of 1000 psi (6.9 MPa) within 24 hours.

Any primers or cleaning solutions used on the faces of the joint or on the profile of the sides of the bonded preformed joint seal shall be supplied by the manufacturer of the bonded preformed joint seal.

Any additional installation materials and adhesive for splicing joint sections shall be as supplied by the manufacturer of the preformed joint seal.

The Contractor shall submit the Manufacturer's material certification documentation stating that their materials meet the applicable requirements of this specification for the joint seal(s) installed.

CONSTRUCTION REQUIREMENTS

<u>General.</u> The Contractor shall furnish the Engineer with the manufacturer's product information and installation procedures at least two weeks prior to installation.

The minimum ambient air temperature in which the joint seal can be installed is 40° F (4.4° C) and rising, except for bonded preformed joint seals which shall not be installed when temperatures below 50 °F (10 °C) are predicted within a 48 hour period.

The joint surface shall be completely dry before installing the Joint Seal. For newly placed concrete, the concrete shall be fully cured and allowed to dry out a minimum of seven additional days prior to placement of the seal. Cold, wet, inclement weather will require an extended drying time.

The Joint Seal shall not be installed immediately after precipitation or if precipitation is forecasted for the day. Joint preparation and installation of Joint Seal shall be done during the same day.

<u>Surface Preparation</u>. Surface preparation shall be according to the joint seal manufacturer's written instructions.

After surface preparation is completed, the joint shall be cleaned of debris using compressed air with a minimum pressure of 90 psi (620 kPa). The air compressor shall be equipped with traps to prevent the inclusion of water and/or oil in the air line. The compressed air shall be according to the cleanliness requirements of ASTM D 4285.

When priming is required per the manufacturer's instruction, this operation shall immediately follow cleaning.

<u>Joint Installation.</u> The Joint installation shall be per the manufacturer's instructions; special attention shall be given to insure the joint seal is properly recessed below the top of the riding surface as recommended by the manufacturer.

For bonded joint seals the seal shall be inserted into the joint and held tightly against both sides of the joint until sufficient bond strength has been developed to resist the expected expansion forces.

<u>Opening to traffic.</u> As these joint systems are supposed to be recessed below the top of the riding surface, there should be no restriction, based on the joint seal installation, on when these joints can be reopened to traffic.

Method of Measurement. The installed prefabricated joint seal will not be measured for payment.

<u>Basis of Payment.</u> The prefabricated joint seal will not be paid for separately but shall be considered included in the cost of the adjacent concrete work involved.

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24×24 in. $(600 \times 600 \text{ mm})$ having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24×30 in. $(600 \times 750 \text{ mm})$ with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

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

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

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

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

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

COMPENSABLE DELAY COSTS (BDE)

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

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

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

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.
 - Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).
 - (2) Major Delay. Labor will be the same as for a minor delay.

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 16.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract:
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

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

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE - STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021 Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

PORTLAND CEMENT CONCRETE - HAUL TIME (BDE)

Effective: July 1, 2020

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

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

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

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

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

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

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004 Revised: January 1, 2022

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

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

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

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

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

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-

Record for the month the steel is shipped from the mill. The indices will be

converted from dollars per 100 lb to dollars per lb (kg).

 $MPI_L =$ The Materials Cost Index for steel as published by the Engineering News-

Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from

dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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

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

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx. Payrolls shall be submitted in the format prescribed by the IDOL."

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

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

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

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

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

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

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

Method of Measurement: The unit of measurement is in hours.

Basis of Payment: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is <u>1</u>.

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

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

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

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

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

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

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

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

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

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

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

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

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

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

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

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

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

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

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

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

MENTOR-PROTÉGÉ PROGRAM

Effective: June 1, 2007 Revised: February 1, 2013

Eligibility. This contract is eligible for the Department's Mentor-Protégé Program for those bidders with an approved Mentor-Protégé Development Plan.

In order for a Mentor-Protégé relationship to be recognized as part of this contract, the Protégé shall be used as a subcontractor and a Mentor-Protégé Agreement for Contract Assistance and Training shall be fully executed and approved. The Mentor-Protégé Agreement for Contract Assistance and Training shall be completed on the form provided by the Department and submitted with the DBE Utilization Plan for approval by the Department. If approved, the Mentor-Protégé Agreement for Contract Assistance and Training shall become part of the contract. In the event the Mentor-Protégé Agreement for Contract Assistance and Training is not approved, the contract shall be performed in accordance with the DBE Utilization Plan exclusive of the Agreement.

DBE Goal Reduction. The DBE participation goal set for this contract may, at the discretion of the Department, be reduced according to the Mentor-Protégé Program Guidelines when the Protégé is used as a subcontractor. When submitting the DBE Utilization Plan, the bidder shall indicate whether the Protégé will be used as a subcontractor and to what extent.

Quarterly Reports. The Mentor shall submit quarterly progress reports as outlined in the Mentor-Protégé Program Implementation document. The reports shall indicate the progress toward each of the Plan's stated goals. The reports shall be signed by an authorized principal of each firm and submitted to the Engineer of Construction.

Failure to timely submit reports, or submission of incomplete reports may result in dissolution of relationship.

Reimbursement of Mentor Expenses. The direct and indirect expenses of the Mentor, as detailed in the approved Mentor-Protégé Agreement for Contract Assistance and Training will be reimbursed by the Department.

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.