

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT is not responsible for any e-mail related failures.

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or garmantr@dot.il.gov.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting May 26, 2006

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 60B02
WILL County
Section 2005-085SG
Route FAI 55
Project IM-556(221)247
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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Mailing of CD-ROMS	217/782-7806

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PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 60B02
WILL County
Section 2005-085SG
Project IM-556(221)247
Route FAI 55
District 1 Construction Funds**

Furnish and install two dynamic message signs along the northbound lanes of I-55 located 0.77 mile south of U.S. Route 6 and located 0.75 mile south of Caton Farm Road, at Channahon and Joliet.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>		<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000	\$150		\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to \$10,000	\$300		\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to \$50,000	\$1,000		\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to \$100,000	\$3,000		\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to \$150,000	\$5,000		\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to \$250,000	\$7,500		\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to \$500,000	\$12,500		\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to \$1,000,000	\$25,000		\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to \$1,500,000	\$50,000		\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to \$2,000,000	\$75,000		over		\$35,000,000	\$1,000,000

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60B02

State Job # - C-91-231-06
 PPS NBR - 1-74984-1100
 County Name - WILL - -
 Code - 197 - -
 District - 1 - -
 Section Number - 2005-085SG

Project Number
 IM-055-6/221/247

Route
 FAI 55

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0324250	DYN MS SN BAT BK-UP 2	EACH	2.000				
X0324251	DYN MS SN BAT BK-UP24	EACH	2.000				
X0324835	LED DMS F-MATRIX CNFG	EACH	2.000				
X0325336	TOPSOIL F&P VARDP SPL	SQ YD	1,278.000				
X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
X7015000	CHANGEABLE MESSAGE SN	CAL MO	4.000				
X7330105	OSS WALKWAY TY A	FOOT	142.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
20201200	REM & DISP UNS MATL	CU YD	30.000				
28000300	TEMP DITCH CHECKS	EACH	1.000				
28000500	INLET & PIPE PROTECT	EACH	1.000				
48101500	AGGREGATE SHLDS B 6	SQ YD	526.000				
63000000	SPBGR TY A	FOOT	1,462.500				
63100045	TRAF BAR TERM T2	EACH	4.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	4.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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 CONTRACT
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 District - 1 - -
 Section Number - 2005-085SG

Project Number
 IM-055-6/221/247

Route
 FAI 55

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
67100100	MOBILIZATION	L SUM	1.000				
73300300	OVHD SIN STR-SPAN T3A	FOOT	154.000				
73400200	DRILL SHAFT CONC FDN	CU YD	68.700				
78200410	GUARDRAIL MKR TYPE A	EACH	23.000				
78201000	TERMINAL MARKER - DA	EACH	4.000				

CONTRACT NUMBER **60B02**

THIS IS THE TOTAL BID **\$ _____**

NOTES:

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

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

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

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

Yes ___ No ___

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

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

Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes ___ No ___

RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

APPLICABLE STATEMENT

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

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 60B02
WILL County
Section 2005-085SG
Project IM-556(221)247
Route FAI 55
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 60B02
WILL County
Section 2005-085SG
Project IM-556(221)247
Route FAI 55
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of, A.D.

My commission expires Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 60B02
WILL County
Section 2005-085SG
Project IM-556(221)247
Route FAI 55
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

1. TIME AND PLACE OF OPENING BIDS. Sealed bids for the contract items described herein will be accepted at the District 1 Office, Executive Office, 4th Floor, 201 W. Center Ct., Schaumburg, IL 60196 by U.S. Mail, delivery service or hand deposit until 10:00 a.m. prevailing local time May 26, 2006, at which time the bids will be publicly opened and read in Training Room A of that office. The Department will not open or read bids received after the stated opening date and time.

2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60B02
WILL County
Section 2005-085SG
Project IM-556(221)247
Route FAI 55
District 1 Construction Funds**

Furnish and install two dynamic message signs along the northbound lanes of I-55 located 0.77 mile south of U.S. Route 6 and located 0.75 mile south of Caton Farm Road, at Channahon and Joliet.

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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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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, 2002, 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 FAI Route 55, Project IM-055-6(221)247, Section 2005-085 SG, in Will County, Illinois, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

F.A.I. Route 55
Dynamic Messaging Signs
SECTION 2005-085 SG
WILL COUNTY, ILLINOIS
PROJECT IM-055-6(221)247

LOCATION OF PROJECT

Interstate 55 is a major interstate freeway linking downtown Chicago with the southwest suburbs. The project begins at a point on the base line of existing F.A.I. Route 55, approximately 4085 feet south of the US Route 6 in Will County and ends at the center line of existing F.A.I. Route 55, approximately 3972 feet south of Caton Farm road.

DESCRIPTION OF PROJECT

The project consists of installing two Dynamic Messaging Signs (DMS) in the north bound (NB) directions of travel.

The work to be performed under this contract shall include, but not be limited to, drilled shaft and concrete foundations, fabrication and installation of overhead sign structures, dynamic messaging signs, guardrail and terminals, aggregate shoulders, landscaping and erosion control items and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

COMPLETION DATE PLUS GUARANTEED WORKING DAYS

Effective: September 30, 1985 Revised: November 1, 1995

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

"When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, February 28, 2007 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 5 guaranteed 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 guaranteed 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 of the Standard Specifications 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.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustments</u>
Commonwealth Edison Three Lincoln Center Fourth Floor Oakbrook Terrace, IL 60181-4260 Contact: Mr. John Pribich, Program Manager, Public Relocation			No Conflicts Anticipated
SBC 225 W. Randolph Street Floor 11A Chicago, IL 60606 Contract: Mr. Robert Upton, IDOT Manager			No Conflicts Anticipated
Nicor Gas Engineering Department 1844 Ferry Road Naperville, IL 60563-9600 Contact: Mr. Scott Stogsdill, Utility Consultant			No Conflicts Anticipated

Comcast Cable
Communications, Inc.
688 Industrial Drive
Elmhurst, IL 60126
Contact:
Mrs. Martha Gieras

No Conflicts Anticipated

WITel Communications
100 South Cincinnati
Avenue
Tulsa, Oklahoma
74103
Contact:
Ms. Linda Rodgers,
Operations-Relocations

No Conflicts Anticipated

Illinois American Water
Company
1000 International
Parkway
Woodridge, IL 60544
Contact:
Mr. Daniel Carlquist,
Operations Supervisor

No Conflicts Anticipated

Village of Plainfield
14400 Coil Plus Drive
Plainfield, IL 60544
Contact:
Mr. Ken Blaauw, P.E.,
Village Engineer

No Conflicts Anticipated

City of Joliet
921 East Washington
Street
Joliet, IL 60431
Contact:
Mr. Dennis Duffield,
Director of Public Works

No Conflicts Anticipated

Kinder Morgan, Inc.
370 Van Gordon Street
P.O. Box 281304
Lakewood, CO 80228-
8304
Contact:
Project Engineer

No Conflicts Anticipated

Village of Shorewood
 903 West Jefferson
 Shorewood, IL 60431
 Contact:
 Mr. Roger Barrowman,
 Superintendent of
 Public Works

No Conflicts Anticipated

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

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Rev. 2-09-05

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = \$ 3,000 per 15 minutes

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

KEEPING THE EXPRESSWAY OPEN TO TRAFFIC

Whenever work is in progress on or adjacent to an expressway, 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, and the State Standards. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on a work week of Monday through Friday and shall not include weekends or Holidays.

LOCATION: FOR TEMPORARY LANE CLOSURES ALONG I-55:

WEEK NIGHT	TYPE OF CLOSURE	CLOSURES PERMITTED					
		INBOUND			OUTBOUND		
Sunday thru Thursday	One Lane	9:00 PM	t	5:00 AM	10:00 PM	t	7:00 AM
			o			o	

Friday	One Lane	9:00 PM	t o	8:00 AM (Sat)	10:00 PM	t o	7:00 AM (Sat)
Saturday	One Lane	9:00 PM	t o	10:00 AM (Sun)	10:00 PM	t o	10:00 AM (Sun)

In addition to the hours noted above, permanent shoulder closures are allowed.

Full Expressway Closures will only be permitted for a maximum of 15 minutes at a time during the low traffic volume hours of **12:01a.m. to 5:00 a.m. Monday thru Friday and from 12:01 a.m. to 7:00 a.m. on Sunday.** During Full Expressway Closures, the Contractor will be required to close off all lanes except one, using a Freeway Standard Closure. Police forces should be notified and requested to close off the remaining lane at which time the work item may be removed or set in place. The District One Traffic Operations Department **shall be** notified (847-705-4151) and a Maintenance of Traffic plan submitted and approved at least 3 working days in advance of the proposed road closure and will coordinate the closure operations with police forces. Weekends and holidays DO NOT count into this 72 hours notification.

All stage changes requiring the stopping and/or the pacing of traffic shall take place during the allowable hours for Full Expressway Closures and shall be approved by the Department as noted above.

Narrow lanes and permanent shoulder closures will not be allowed between Dec. 1st and April 1st.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures within three (3) miles of each other in one direction of the expressway shall be on the same side of the pavement and any lane closure within one (1) mile of each other should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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 the locations approved by the Engineer.

TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

Effective: 3/8/96 Revised: 02/9/05

This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

GENERAL

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of lanes and/or ramps to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Signs

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third party damage to large freeway guide signs".

Exit Gore Signs

The exit gore signs as shown in Standard 701411 shall be a minimum size of 1.2m (48 inch) by 1.2m (48 inch) with 300mm (12 inch) capital letters and a 500mm (20inch) arrow.

Rough Grooved Surface Signs

The Contractor shall furnish and erect "Rough Grooved Surface" signs (W8-1107) on both sides of the expressway, 300m (1000') in advance of any milled area. These signs shall be erect on all ramps that enter the milled area. All signs shall be mounted at a minimum clearance height of 2.1m (7').

Drums/Barricades

Check barricades shall be placed in work areas perpendicular to traffic every 300m (1000'), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades, either Type I or II, or drums shall be equipped with the flashing light.

To provide sufficient lane widths (3m [10'] minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

Vertical Barricades

Vertical barricades shall not be used in lane closure tapers, lane shifts, and exit ramp gores. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.

Temporary Concrete Barrier Wall

Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic and the top of all temporary concrete barrier wall. These reflectors shall be placed at 15 meters (50 foot) centers along tangents and at 7.5 meters (25 foot) centers on curves. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 300 mm (12 inches) or less from the travel lane, then the wall shall also have a 150 mm (6 inch) wide temporary pavement marking edgeline (yellow on the left and white on the right).

Method of Measurement: This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101, 701400, 701401, 701402, 701411, 701426, and 701446 will be included with this item.

Basis of Payment:

- a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all Expressway traffic control devices required in the plans and specifications.

In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

Adjusted contract price = $.25P + .75P [1+(X-0.1)]$

Where "P" is the bid unit price for Traffic Control and Protection:

Where "X" = $\frac{\text{Difference between original and final sum total value of all work items for which traffic control and protection is required.}}{\text{Original sum total value of all work items for which traffic control and protection is required.}}$

The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

- b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.
- c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.
- d) Temporary concrete barrier wall will be measured and paid for according to Section 704.

Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.

All temporary pavement markings will be measured and paid for according to Section 703 and Section 780.

All pavement marking removal will be measured and paid for according to Section 703 or Section 783.

Temporary pavement marking at the base of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 150 MM (6").

All prismatic barrier wall reflectors will be measured and paid for according to Section 782.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

STANDARDS:

701101
701400
701401
702001

SPECIAL PROVISIONS:

COMPLETION DATE PLUS GUARANTEED WORKING DAYS
FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)

AGGREGATE SHOULDERS, TYPE B 6"

Description. This work shall consist of the excavation, transportation and disposal of excavated material and furnishing, placing, shaping, and compacting of aggregate on a subgrade adjacent to the inside bituminous shoulders as shown in the plans, details, and the applicable portions of Section 481 of the Standard Specifications.

General. The Engineer shall determine the appropriate aggregate placement in sections where the existing shoulder and side slope conditions do not accommodate the plan details.

Method of Measurement. Aggregate Shoulders, Type B 6" will be measured for payment in square yards.

The cost of earth excavation necessary within the limits of aggregate shoulders will not be paid for separately, but shall be included in the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE B 6".

Basis of Payment. This work will be paid for at the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE B 6", which price shall include all associated earth excavation.

TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH, SPECIAL

Description. This work shall consist of the furnishing, placing, shaping, and compacting topsoil of a minimum 4" and variable thicknesses and preparing the seed bed and furnishing and placing seed, fertilizer and erosion control blanket on slopes and ditches as shown in the plans, details, and the applicable portions of Sections 211, 250, 251, and 280 of the Standard Specifications.

Method of Measurement. Topsoil furnish and place, variable depth, special will be measured for payment in square yards.

All landscaping and erosion control items necessary as shown on plans shall be included in the measurement of Topsoil Furnish and Place, Variable Depth, Special.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH, SPECIAL.

The cost of SEEDING CL 2A, Fertilizer Nutrients, TEMPORARY EROSION CONTROL SEEDING and EROSION CONTROL BLANKET will not be paid separately, but shall be included the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH, SPECIAL.

LED DYNAMIC MESSAGE SIGN FULL-MATRIX CONFIGURATION

Description. This specification shall govern the furnishing and installation of walk-in LED dynamic message signs (DMS), with 18-inch characters, in designated field locations as shown in the plans and as detailed in this specification. The display shall be a full matrix configuration of **27 pixels high by 105 pixels wide**. All display elements and modules shall be solid state. No mechanical or electromechanical elements or shutters shall be used.

Terminology. Due to the varying definitions used in Dynamic Message Sign technology, this section defines specific terms as they apply to this specification.

Sign: The sign housing and its contents.

Sign Controller: Located in a ground cabinet or in the sign (as detailed in this specification), the sign controller specifies the message to be displayed. Messages can be selected either remotely from the central controller, locally from a laptop computer or from the front panel of the sign controller.

Central Controller: The MS Windows NT Server computer system and related software, which operates the system from a remote control site.

Laptop Computer: This computer can operate both as a remote client to the central controller and/or a maintenance terminal at the sign controller. In its maintenance terminal operation, an operator can connect the laptop computer to the sign controller and run diagnostic tests on the sign or select and program messages for that sign. In its remote client operation, an operator can dial-in to the central controller and gain full access to the functions of the central controller.

Workstation: This computer operates as a remote client to the central controller. A workstation operator can dial-in to the central controller and gain access to the functions of the central controller by using the appropriate access codes.

LED: Light Emitting Diode

Pixel: Any of the small discrete elements that, when arranged in a pixel matrix, create a character. A pixel contains a cluster of LEDs.

Pitch: Distance measured from center to center of adjacent pixels within a matrix. This distance is measured both horizontally and vertically.

Poll: The central controller and laptop computer are said to “poll” a sign when they request the sign’s status information. The term is derived from the periodic status polling, which a central controller can perform, but is loosely used to refer to any status request.

Message: Text; the information shown on the sign.

Display: The message seen by the motorist. A display may include more than one page of text (an alternating display). Any character or set of characters of a display may be flashed (a flashing display).

Neutral State: Sign is blank, or displaying a predefined message that is displayed regularly.

WYSIWYG: What You See IS What You Get. In this specification, this is the functionality of the LED DMS system where the central controller, workstation or laptop display mimics the actual message that is visibly displayed on the sign on an individual pixel basis.

Materials. All materials furnished, assembled, fabricated or installed under this item shall be new, corrosion resistant and in strict accordance with the details shown in the plans and as detailed in this specification. All details and functionality listed in this specification will be thoroughly inspected and tested by the department. Failure to meet all details and functionality detailed in this specification shall be grounds for rejection of the equipment.

The equipment design and construction shall utilize the latest available techniques with a minimum number of different parts, subassemblies, circuits, cards and modules to maximize standardization and commonality. The equipment shall be designed for ease of maintenance. All component parts shall be readily accessible for inspection and maintenance. Test points shall be provided for checking essential voltages.

All field equipment shall remain fully functional over an ambient temperature range of -40°F to $+149^{\circ}\text{F}$ with relative humidity of up to 95%. All field equipment enclosures shall be designed to and shall withstand the effects of sand, dust, and hose-directed water. All connections shall be watertight.

(a) LED DMS

General. The sign shall be designed for a minimum life of 20 years, and constructed so as to present a clean and neat appearance. Poor workmanship shall be cause for rejection of the sign.

Sign Housing Construction. The size of the sign including housing and mounting brackets shall be 26'-1" Wide, 8'-6" High, and 45 ¼" Deep. It shall weigh 4000 pounds. Signs greater than these measurements may require additional review time to evaluate the structural adequacy of the Department's standard sign trusses.

The sign housing shall have adequate room inside the sign housing for maintenance personnel. There shall be 18 inches of clear area between all equipment along the entire length of the sign housing from the 18-inch walkway up to 6 feet above the 18-inch walkway.

The sign housing shall be capable of withstanding a wind loading of 120 M.P.H. without permanent deformation or other damages, and the performance of the sign shall not be impaired due to continuous vibration caused by wind, traffic or other factors. This includes the visibility and legibility of the display.

The equipment within the sign housing shall be protected from moisture, dust, dirt and corrosion. The sign shall be constructed of aluminum alloy 5052-H32 or 3003-H14 which shall not be less than 1/8" thick, unless otherwise specified in this document. Framing structural members shall be made of aluminum alloy 6061-T6 or 6063-T5.

All external screws, nuts, and locking washers shall be stainless steel. No self-tapping screws shall be used. All parts shall be made of corrosion resistant materials, such as plastic, stainless steel or aluminum. All materials used in construction shall be resistant to fungus growth and moisture deterioration. An inert dielectric material shall separate dissimilar metals.

All welding shall be by an inert gas process in accordance with the American Welding Society (AWS) Standards, ANSI/AWS D1.2-97. The LED DMS manufacturer's welders and welding procedures shall be certified by an ANSI/AWS Certified Welding Inspector to the 1997 ANSI/AWS D1.2-97 Structural Welding Code for Aluminum. Proof of certification of all the LED DMS manufacturer's welders and applicable welding procedures shall be supplied with the submittals. The name, phone number and address of the ANSI/AWS Certified Welding Inspector that certified the LED DMS manufacturer's welders and procedures shall also be provided with the submittals.

The number of seams shall be kept to a minimum. All exterior seams and joints shall be sealed to form a rain and weather tight enclosure.

All exterior seams shall be continuously welded by an inert gas process, except for the KYNAR 500 coated fascia material.

The skin material shall be stitch welded to the internal structural members to form a unitized structure.

The housing face will be of three-piece construction, consisting of internal structural members, external facia panels and lens panel assemblies.

There shall be no exposed fasteners or welds on the housing face.

The internal Structural Members shall:

- Accommodate both display module mounting and air distribution.
- Retain the display modules in a manner to facilitate easy and rapid removal of each display module without disturbing adjacent display modules

The External Facia Panels shall:

- Be extruded aluminum
- Be designed to minimize heat conduction between the exterior surfaces and the interior components.
- Be finished with a matte-black, licensed-factory-applied KYNAR 500 Resin, fluopolymer-based coating system.

The border and therefore, the external facia perimeter panels shall be a minimum of 12 inches wide.

The external facia panels shall be thermally isolated from the rest of the sign housing. The Engineer shall approve the design and materials used to accomplish this.

The Lens Panel Assembly shall consist of a KYNAR 500 coated aluminum mask over a clear glazing.

The Lens Panel Assembly shall be:

- Modular in design
- Interchangeable with no misalignment with the LED pixels
- Removable from within the main sign housing
- Sealed with a closed-cell resilient gasket

The Lens Panel Aluminum Mask shall be:

- 0.090 inch minimum thickness
- Finished with a matte-black, licensed-factory-applied, KYNAR 500 Resin, fluopolymer-based coating system
- Perforated to provide an aperture for each pixel on the display modules. Each aperture shall be as small as possible, without blocking the LED light output at the required viewing angle.

The Lens Panel Clear Glazing shall be:

- 90% UV opaque polycarbonate-LEXAN XL or equivalent
- ¼-inch thick minimum
- Clear in color
- Laminated and sealed to the inside of the lens panel aluminum mask using the 3M Scotch VHB joining system to form the lens panel assembly

The lens panel shall be heated to prevent fogging and condensation. An eight watt-per-foot, self-regulating, heat tape shall be provided along the bottom of the message area, between the glazing and the display modules. The sign controller shall control the heat tape. All heat tape terminal blocks shall be covered for safety.

The face will be finished with a matte-black, licensed-factory-applied, KYNAR 500 Resin, fluoropolymer-based coating system. All other exterior surfaces will be a natural aluminum mill finish. All interior surfaces will be a natural aluminum mill finish. No painted surfaces shall be allowed. A certification shall be required from the licensed-factory KYNAR 500 coated for all aluminum face materials.

The face shall be uniform in appearance and completely free from distortion, gouges and any other flaws or defects.

The bottom panel of the housing shall have a minimum of four drain holes, with snap-in, drain filter plug inserts, in each section formed by internal structural members. Water drain filter plug inserts shall be replaceable.

A three point lockable aluminum access door shall be provided at each end of the housing as shown in the plans to enable easy access to the walk-in housing. This shall make it possible for a single maintenance person to easily access the display modules.

This access door shall be 6' – 8" X 2' - 0" minimum. The door will be fitted with a handle operated locking mechanism, closed cell neoprene gasket and a stainless steel hinge.

The locking mechanism shall be a heavy-duty, industrial-strength, three-point, dead-bolt, center-case lock with a zinc finish. There shall be a handle on both the inside and the outside of the door. These handles shall be heavy-duty, industrial strength with a zinc finish on the inside handle and a chrome-plated finish on the outside handle. The outside handle shall be padlock-able.

Included in the door assembly shall be a device to hold the door open at 90 degrees.

The sign housing shall have a continuous 18-inch wide walkway extending the full length of the sign. The walkway shall be made of 1/8 inch diamond tread 6061-T6 or 3003-H22 aluminum. All edges of the walkway grating must be finished to eliminate sharp edges or protrusions.

The housing shall be designed to accommodate mounting on the rear vertical plane.

The exterior mounting assemblies shall be 6061-T6 aluminum alloy extrusions, 3/16-inch minimum thickness.

The angular alignment of the sign housing shall be adjustable in the vertical direction from zero (0) degrees to ten (10) degrees down in one degree increments to optimize the viewing angle.

Where directed by the Engineer, the mounting fixtures and structures shall be designed for a horizontal angular adjustment to optimize viewing angle. The mounting fixture and structural designs and/or modifications shall be approved by the Engineer prior to fabrication. The submitted drawings for mounting fixture and structure designs and/or modifications shall be done by an Illinois Licensed Professional Engineer, shall be dated and shall bear the Engineer's seal and a signature.

Environmental Controls. A humidity sensor shall be provided and sensed by the sign controller from zero percent to 100 percent relative humidity in one percent or fewer increments. The sensor shall operate and survive from 0 percent to 100 percent relative humidity. The sensor shall have an accuracy that is better than +/- five percent relative humidity.

The sign controller shall read the internal temperature sensors, external ambient temperature sensor and the humidity sensor. The sign controller shall use these readings in an algorithm that turns on the heat tape and/or the fans at the appropriate times to reduce both frost on the face of the sign and condensation on the display modules and other electronic circuitry.

The ventilation system shall be a positive-pressure, filtered, forced-air system which cools both the display modules and the sign housing interior. Negative pressure systems that use exhaust fans are not acceptable.

The sign housing shall have two exhaust ports. Each exhaust port shall be filtered and protected by an aluminum hood assembly.

The ventilation system shall have a minimum of four fans. The fans shall be located on the intake side to produce a positive pressure system. Air shall be drawn into the sign housing through hoods near the top of the housing, then filtered before reaching the fan units.

The inlet and exhaust filters shall be electrostatic and shall be sized to properly accommodate the air flow and pressure drop requirements of the ventilation system. The inlet filters shall have an Initial Atmospheric Dust Spot Efficiency of 64 at 20 cm/s in accordance with ASHRAE 52.1. Filters shall be easily removable from within the sign housing without the use of tools.

The sign shall have two filter cartridges for air intake. Each filter cartridge shall contain a minimum of 60 filter media changes that will be automatically changed (advanced) when commanded by the sign controller. For each filter cartridge, the effective filtration area of each filter media change shall be a minimum of four square feet of filter media. Changing (advancing) the filter media shall be fully automatic and shall not require manual assistance. The sign controller shall read the solid state air flow sensors, the internal temperature sensors and the outside (ambient) temperature sensor and use this information in an algorithm to automatically change (advance) the filters when appropriate. Each time the filters are changed, the sign controller will notify the central controller at the next poll. The sign and central controllers will track the number of remaining changes. When a filter fails to change, the sign controller will notify the central controller of this failure at the next poll. Each filter cartridge shall be easily removable from within the sign housing without the use of tools and the filter media shall be replaceable.

There shall be an aluminum air plenum for each hood assembly and its associated filter. The air plenums will be sealed and designed to keep any water that gets through the hoods from getting into the sign housing interior. All water that builds up between the hoods and the filters shall drain to the exterior of the sign housing.

Each fan shall be capable of providing a minimum of one sign housing volume change per minute at the pressure drop developed throughout the entire ventilation system with all fans operating. The fans shall have ball or roller bearings, shall be permanently lubricated and shall require no periodic maintenance. The fans are to be positioned in such a manner so as to provide a balanced air flow to the ventilation system in the event of failure of any fan.

The sign shall have a minimum of two 100% solid state air flow sensors. Adequate air flow shall be automatically tested once a day and tested on command from the central controller or laptop computer. Inadequate airflow shall cause the filter to be advanced and the airflow retested. If the airflow is still inadequate an error message is to be sent to the central controller or laptop computer when the sign controller is polled by the central controller or laptop computer.

Each of the three message lines shall be ventilated by an efficient forced air system. The air shall be directed to provide equal distribution of air to the bottom of each display module along each message line. Air shall be ducted directly from the fans to ducts at the bottom of each message line.

The duct at the bottom of each message line shall evenly distribute air into the cavity between each display module and the lens panel. The air shall then be exhausted out of the top of each display module. Air flow shall be sufficient to exchange a minimum of one volume of air every two (2) seconds in the void between each display module and the lens panel. Air shall also be directed uniformly to the back of the display modules.

All duct work that impedes access to any sign components shall be easily removed and reinstalled, without tools, for servicing of these components.

All ductwork shall be 0.040 minimum aluminum and shall be designed to be extremely efficient with minimal pressure drop throughout the system.

The ventilation system shall be activated by multiple temperature sensors. There shall be a minimum of one sensor located near the middle of each module line, at the top of the display module in the exhaust stream from the cavity between the display module and the lens panel. There shall be an additional temperature sensor located to accurately measure the ambient temperature outside the sign housing. The temperature sensors shall have an accuracy of +/- 1.5 degrees C and a range from -40 to +70 degrees C.

The temperatures from the sensors shall be continuously measured and monitored by the sign controller. A temperature reading greater than a user selectable critical temperature shall cause the sign to go to blank and the sign controller shall report this error message to the central controller.

The ventilation system shall be equipped with a manual override timer to provide ventilation for service personnel. The timer will have a maximum on-time of 1 hour.

The LED modules and electronic equipment shall be protected by a fail-safe, back-up fan control system in the event of an electronic fan control failure or shutdown of the sign controller.

Enough baseboard heaters shall be provided to warm the interior of the walk-in housing to 30 degrees F above ambient. A wind-up timer in the sign and remotely from the laptop and central computers shall control these heaters.

Interior Lighting, Wiring, and Equipment. The sign housing shall be furnished with a minimum of four incandescent lamps and three GFI duplex outlets. The lamps shall be spaced evenly above the walkway. The duplex outlets shall be spaced evenly on the back wall no more than three feet above the walkway. A 12-hour timer for the lights shall be located near the door. The light timer shall not incorporate a hold feature.

The lights shall be enclosed in heavy-duty fixtures. Each fixture shall have a die-cast aluminum housing, a twist-on guard secured by four set screws and a porcelain socket. There shall be a clear glass globe inside the twist-on guard. The globe shall be gasketed and fully enclose the lamp.

Inside the sign housing, all 120 VAC service lines shall be independently protected by a thermo magnetic circuit breaker at the sign housing entry point. All 120 VAC wiring shall be located in conduit, pull boxes, raceways or control cabinets as required by the National Electric Code (NEC). No 120 VAC wiring shall be exposed to the inside or outside of the sign housing. The sign housing shall not be considered as a raceway or control cabinet.

An aluminum, 39-inch by 12-inch minimum, fold-up work space for the laptop computer and an aluminum, 2.5-inch deep by 11-inch wide by 10-inch high minimum document holder shall be mounted on the back inside wall of the sign housing.

Electronic Components. The presence of power transients or electromagnetic fields, including those created by any components of the system, shall have no deleterious effect on the performance of the system. The system shall not conduct or radiate signals which will adversely affect other electrical or electronic equipment including, but not limited to, other control systems, data processing equipment, audio, radio and industrial equipment.

All electronic components, except printed circuit boards, shall be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods.

All workmanship shall comply with ANSI/IPC-A-610B Class 2 titled "Acceptability of Electronic Assemblies", ANSI/IPC-7711 titled "Rework of Electronic Assemblies", and ANSI/IPC-7721 titled "Rework and Modification of Printed Boards and Electronic Assemblies".

All electronic components shall comply with Section Electronic Materials and Construction Methods, located in this document.

All Printed Circuit Boards (PCBs), except for the LED mother board, power supply PCs and 2070 Lite PCBs, shall be completely conformal coated with a 0.010 inch (10 MIL) minimum thickness silicone resin conformal coat. The LED mother boards shall be completely conformal coated, except at the pixels on the front of the PCB, with a 0.010 inch(10 MIL) minimum thickness silicone resin conformal coat. The material used to coat the PCBs shall meet the military specification: MIL-I-46058C Type SR.

Printed Circuit Boards (PCB) design shall be such that components may be removed and replaced without damage to boards, traces or tracks.

Only FR-4 0.062 inch minimum thickness material shall be used. Inter-component wiring shall be copper clad track having a minimum weight of 2 ounces per square foot with adequate cross section for current to be carried. Jumper wires will not be permitted, except from plated-through holes to component.

All PCBs shall be finished with a solder mask and a component identifier silk screen.

All components shall be of such design, fabrication, nomenclature, or other identification so as to be purchased from a wholesale electronics distributor, or from the component manufacturer, except for printed circuit board assemblies:

Circuit design shall be such that all components of the same generic type, regardless of manufacturer, shall function equally in accordance with the specifications.

All discrete components, such as resistors, capacitors, diodes, transistors, and integrated circuits shall be individually replaceable. Components shall be arranged so they are easily accessible for testing and replacement.

The DC and AC voltage ratings as well as the dissipation factor of a capacitor shall exceed the worst case design parameters of the circuitry by 50%. A capacitor which can be damaged by shock or vibration shall be supported mechanically by a clamp or fastener. Capacitor encasements shall be resistant to cracking, peeling and discoloration.

Resistors shall be within 5% of tolerance over the specified temperature range. Any resistor shall not be operated in excess of 50% of its power rating.

All transistors, integrated circuits, and diodes shall be a standard type listed by the Electronic Industries Alliance (EIA) and clearly identifiable.

Display Modules. Display modules shall be assembled to form a full matrix configuration of 27 by 105 pixels. The LED VMS shall consist of three lines of 21 display modules per line. This allows the display of three lines of 15 5x7 characters per line with double column spacing between characters. Each display module shall include an LED display circuit board. A piggyback daughter board shall attach directly to every third LED board. The daughter board shall control one to three LED boards. A single ribbon cable shall connect the daughter board to the LED boards it controls that are not directly attached to the daughter board. The LED board shall contain 45 LED pixels arranged into a 5x9 matrix. The daughter board shall contain the solid state electronics necessary to control pixel data and read pixel status.

All LED boards and daughter boards shall be fully interchangeable and shall not require any address switches or adjustment when interchanged or placed in service.

Replacement of a complete display module shall be possible without the use of any tools.

The display module shall consist of two electronic sub-assemblies, an LED mother board and a daughter board.

The daughter board shall receive control signals and display data from the sign controller via a standard ribbon cable. The display module shall contain the control and memory elements and provide the signals to switch and read the LED pixels.

The LED board shall contain all LEDs required to form 45 pixels. Pixels shall be arranged uniformly to display an 18-inch dot-matrix character in five columns wide and seven pixels high. All LEDs shall be individually and directly mounted to the LED circuit board to form the LED board. The LED circuit board shall be a single, 0.062 inch, FR4, flat black printed circuit board. The LED board shall support the Daughter board.

All LEDs shall be mounted so that their mechanical axis is normal +/- 1.00 degree to the face of the sign to ensure brightness uniformity over the face of the sign. The sign manufacturer shall propose a method, acceptable to the engineer, to test the LEDs in the display modules to ensure They meet this criteria.

Each pixel shall have a device attached to the printed circuit board (PCB) to hold and protect the LEDs. These devices shall:

Hold the LEDs perpendicular to the display modules within 0.5 degree,

1. Prevent the LEDs from being crushed or bent during handling,
2. Protect the LEDs from damage when the display module is laid on the front surface (the side that the LED lamps are located),
3. Be easily removable from the display module PCB without any tools,
4. Not put any stress on the LEDs due to differentials of expansion and Contraction between the device and the LEDs over the herein specified temperature range,
5. Not become loose or fall off during handling or due to vibrations,
6. Not block airflow over the leads of the LEDs,
7. Securely hold each LED while allowing a gap between the device and a minimum of 95% of the body of each LED for airflow,
8. Not block the light output of the LEDs at the required viewing angle,
9. Be black in color to maximize contrast.

The daughter boards shall connect to a single control ribbon cable common to each line of display modules.

Epoxy encapsulation of the LEDs will not be permitted.

Hoods or visors shall not be used.

The LEDs shall be protected from the outside environmental conditions, including moisture, snow, ice, wind, dust, dirt and UV rays.

The LEDs shall be AlInGaP, Precision Optical Performance 1-3/4 diodes. The diodes shall have a 15 degree viewing angle with an amber color and a wavelength of 590 nanometers. The cone perimeter shall be defined by its 50% intensity points. The LEDs shall have standoffs that hold the base of the LEDs 3.5mm \pm 1.0mm off the printed circuit board to promote cooling of the LEDs. Through-hole LEDs mounted flush to the printed circuit board are not acceptable. Surface-mount LEDs are not acceptable.

Each pixel shall be 40 candela at 20mA. 40 candela shall be attained by the sum of the brightness of the individual LEDs in each pixel. The brightness of each LED shall be measured in accordance with the CIE Test Method A, as described in CIE 127-1997, Technical Report: Measurement of LEDs. The LED brightness and color bins that are used in each pixel shall be provided to the engineer for approval.

Certification shall be provided, with the submittals, from the LED manufacturer that demonstrates that the LEDs were tested and binned in accordance with the CIE Test Method A.

Each pixel shall be a maximum of 1-3/8 inches in diameter. The LEDs in each pixel shall be clustered to maximize long range visibility. All pixels shall have equal color and on-axis intensity. All pixels in all signs in this project, including the spare parts, shall have equal color and on-axis intensity. The method used to provide the equal color and intensity, as stated above, shall be included in the submittals and approved by the Engineer.

Each pixel shall contain two strings of LEDs. The pixel strings shall be powered from a regulated DC power source and the LED current shall be maintained at 28 milliamperes or less per string to maximize life of the pixel. The failure of an LED in one string within a pixel shall not affect the operation of any other string or pixel. Pixel power drawn from the DC supplies shall not exceed 1.5 watts per pixel, including the driving circuitry.

The LEDs shall be individually mounted directly to a printed circuit board and shall be easily replaceable and individually removable using conventional electronics repair methods.

The voltage to the LED modules and associated electronics shall not exceed 25 VDC. The power supplies shall be paralleled in a diode OR configuration such that one supply may completely fail and the sign will still be supplied with enough power to run 100% of all pixels at 100% duty cycle at 65 degrees C. Functioning supplies must current-share to within 10%. The combined effect of line (97 to 135 VAC) and load (10% to 100%) on the power supplies shall not exceed 1.0%. The efficiency of the power supplies shall be 75% or greater at 120 VAC and maximum load. The power supplies shall have a power factor of 0.95 or greater at 120 VAC from 50% to 100% of maximum load.

All LED module power supply voltages shall be continuously measured by the sign controller. The sign controller shall provide these voltage readings to the central controller or laptop computer when the sign controller is polled by the central controller or laptop computer. When a voltage drops below a critical value, the under voltage will be reported on the next poll from the master controller or laptop computer.

There shall be a power distribution system that connects each display module to all power supplies and minimizes the voltage drop over the face of the sign. The voltage measured at the display modules shall not vary more than 50 millivolts over all the display modules in the sign with 17 pixels on at 100% intensity in each and every display module.

The signs shall be capable of displaying ASCII characters 32 through 126 (including all upper and lower case letters and digits from 0 to 9) at any location in a message

line. If shown in the plans, a special graphics character shall be substituted for any of these characters.

The sign shall normally display single stroke (5 X 7) characters with double-column spacing between characters. The operator shall be able to display compressed (4 X 7), expanded (6 X 7) or double-stroke (7 X 7) character fonts and change the default spacing between characters. The spacing options shall be one, two or three pixel columns. Font access privileges shall be assigned by the system supervisor.

The display modules shall be rectangular, and shall have an identical horizontal and vertical pitch between pixels. The pitch shall be 2.750 inches.

The separation between the last column of one module and the first column of the next shall be equal to the horizontal distance between the columns of a single display module.

The separation between the last row of one module and the first row of the next shall be equal to the horizontal distance between the rows of a single display module.

The characters shall be legible under all light conditions at a distance of 1100 feet within a 15 degree cone of vision centered around the optical axis of the pixel. The cone perimeter shall be defined by its 50% intensity points.

The sign shall be the proper brightness in all lighting conditions for optimum legibility. It shall be bright enough to have a good target value, but not to the point where the pixels bloom, especially in low ambient light level conditions.

The brightness and color of each pixel shall be uniform over the entire face of the sign within the 15 degree cone of vision from 1100 feet to 200 feet in all lighting conditions. Non-uniformity of brightness or color over the face of the sign under these conditions shall be cause for rejection of the sign.

Three (3) photocells shall be installed on the sign. These devices shall permit automatic light intensity measurement of light conditions at each sign location. These photocells shall be mounted in a manner to measure front, rear and ambient light conditions.

Automatic adjustment of the LED brightness shall occur in small enough increments so that the brightness of the sign changes smoothly, with no perceivable brightness change between adjacent levels. Provision shall be made to prevent perceivable brightening of the sign due to stray headlights shining upon the photo sensors at night.

Pixel brightness shall be controlled by pulse width modulation of the DC current. The pixel current waveform shall have a frequency of 100 +/- 5 Hertz at nighttime brightness levels and 2400 +/- 120 Hertz at daytime brightness levels with an adjustable duty cycle of 0.03 to 99.9% in 0.5% or finer increments. Brightness shall

be manually settable from the front panel of the controller and remotely from the central computer in 1% increments. Brightness control shall be able to be returned to automatic from the sign controller front panel and the central computer.

Two separate types of pixel status feedback shall be provided to the central controller from the local sign controller. These include a pixel test and a pixel read.

Pixel Test: The pixel test shall be performed from the central controller on command and automatically once a day. During a pixel test, the full operational status of each string of LEDs in each pixel shall be tested and then transmitted to the central controller or laptop computer. This pixel status test shall distinguish the difference between half out, full out, half stuck-on and fully stuck-on pixels. A list of defective pixels shall be provided, listing pixel status, line number, module number, column number and row number for each defective pixel. The pixel test may briefly disturb the displayed message for less than 0.5 seconds.

Pixel Read: The pixel read shall be performed during both message downloads and during every sign poll from the central controller or laptop computer. The pixel read shall perform a real-time read of the displayed message and shall return the state of each pixel to the central controller as it is currently displayed to the motorist, including any errors. This shall allow the central controller operator to see what is visibly displayed to the motorist on an individual pixel basis. During a pixel read, the state of each pixel (full-on, half-on or off) in the sign shall be read by the sign controller to allow the central controller or laptop computer to show the actual message, including static, flashing and alternating messages, that is visibly displayed on the sign in a WYSIWYG format. This pixel reading shall take place while a message is displayed on the sign without disturbing the message in any way. Any flashing, flickering, blinking, dimming, or other disturbance of the message during this pixel read shall be cause for rejection of the sign.

The pixel read shall be an actual real time read of the current flowing through each string of LEDs at the time of the associated sign poll or message download and shall not be accomplished by simulating errors based on the last pixel test.

Power Requirements and TVSS. The sign and its sign controller shall be capable of operating with 120/240 VAC, 40 amp per leg, 60 hertz, single-phase power, and shall tolerate a +/- 15V swing in voltage.

The sign shall have a 40 amp two-pole (common trip) main, 120/240 VAC, single phase, four wire load center with 16 circuit capability. Each circuit in the sign shall be powered from a separate circuit breaker.

The system shall be protected by two stages of transient voltage suppression devices including MOVs and spark gap arrestor. If enabled by the central controller, tripping of both stages of surge protection shall prevent power from reaching any components of the sign until the surge protection has been replaced. Tripping of each stage of the surge protection shall cause the sign controller to call central and report the error condition (for dialup operation) or report the error condition to central on the next poll (for multi-drop operation).

Communication lines shall be protected by two stages of transient voltage suppression devices. Tripping of each stage (or both if tripped simultaneously) of the surge protection shall cause the sign controller to call central and report the error condition (for dialup operation) or report the error condition to central on the next poll (for multi-drop operation). There shall be an option that is either enabled or disabled and is selected and downloaded from the central controller to the sign controller. When this option is enabled, tripping of both stages of surge protection shall disconnect the communication lines until the surge protection has been replaced. When this option is disabled, the sign will continue to function normally after both stages of surge protection are tripped.

(b) 2070 Lite Sign Controller.

General. The sign controller shall be a multiple-sourced, non-proprietary, 19 inch rack mountable, Type 2070 Lite traffic controller meeting the latest CALTRANS Specifications and shall be provided with resident software stored in non-volatile memory. The sign controller shall be programmed to receive sign control commands from the central controller or laptop computer, transmit responses as requested to the central controller or laptop computer, monitor sign and message status and control sign operation and message displays.

The 2070 Lite shall perform all communication, control and feedback functions and shall be the only sign controller apart from dedicated microcontrollers that control hardware. No intermediate sign controlling device or protocol converters shall be used. Proprietary sign controllers shall not be used.

A quick reference card shall be supplied with the controller to reference the major keypad commands and any permanent, stored messages.

The 2070 Lite controller will have power-up and auto-restart capabilities with a programmable default message (including a blank message) when recovering from a power off condition. A watch dog circuit will be utilized to provide automatic reset to the 2070 controller and the modem. The central computer shall be capable of remotely commanding a controller and modem reset.

Functionality. The sign controller shall be capable of being controlled from the central controller or the laptop computer.

The controller software shall be capable of performing the following functions:

Display a message, including:

1. Static messages
2. Flashing messages
3. Alternating messages

It shall be possible to separately vary the flashing and alternating frequencies.

Flashing messages shall have the following adjustable timing:

1. Message time on from 0.5 to 5.0 seconds in 0.1 second increments
2. Message time off from 0.5 to 5.0 seconds in 0.1 second increments

It shall be possible to flash any character or set of characters in any message.

Alternating messages shall have the following adjustable timing:

1. Primary message time on from 0.5 to 5.0 seconds in 0.1 second increments
2. Primary message time off from 0 to 5.0 seconds in 0.1 second increments
3. Alternate message time on from 0.5 to 5.0 seconds in 0.1 second increments
4. Alternate message time off from 0 to 5.0 seconds in 0.1 second increments

It shall be possible to flash any character or set of characters in an alternating message at the adjustable frequencies listed above for flashing messages. The flashing period shall be a submultiple of the alternating on-time it is associated with.

Report errors and failures, including:

1. Power failure
2. Power recovery
3. Pixel string failure
4. Low airflow
5. Over a user selectable critical temperature
6. Power supply failure

Message and status monitoring:

The sign controller shall respond to the central controller whenever it receives a request for status (a poll). The return message shall be capable of providing the following information:

1. Actual message that is visibly displayed on the sign on an individual pixel basis (full-on, half-on or off)
2. Current sign illumination level
3. Local Control Panel switch position (central, local or local override mode)
4. Error and failure reports
5. Temperature readings
6. LED power supply voltage levels
7. Origin of display message transmission (laptop, 170 or central)
8. Heater status
9. Heat tape status
10. Beacon status
11. Uninterruptible power supply status
12. AC Surge protection status
13. Communication line surge protection status

Severe error condition response:

In dial-up mode, the sign controller shall initiate a call to the central controller and report any severe error conditions. In multi-drop mode, the sign controller shall report severe error conditions to the central controller during the next polling.

The severe error conditions are:

1. AC power failure
2. AC power recovery
3. Surge protection has been tripped
4. The sign housing door is open

Each time the sign controller is polled by the DMS Master Controller or laptop computer, the sign controller shall test the operational status of the sensors listed below and return this information to the DMS Master Controller. This operational status test shall determine if each of the following sensors are functioning properly:

1. Each temperature sensor
2. Each photocell
3. Humidity sensor
4. Each airflow sensor
5. Each LED power supply sensor

The sign controller shall provide a library with a minimum of 50 permanent messages, consisting of 30 or less characters per line, stored in PROM. The sign controller shall also be able to accept a downloaded library from the central or laptop computer of a minimum of 25 changeable messages stored in non-volatile RAM. These messages may be called for display on the sign from the keypad on the front panel of the controller.

The sign controller shall also be capable of displaying messages on the sign that are downloaded from the central controller or laptop computer, but are not located in the library stored in non-volatile memory of the sign controller.

The sign shall normally display single stroke (5 X 7) characters with double-column spacing between characters. The sign shall also be able to display compressed (4 X 7), expanded (6 X 7) or double-stroke (7 X 7) nominal character fonts or change the default spacing between characters. The spacing options shall be one, two or three pixel columns. Each font may be edited and downloaded to the sign controller from the central controller or laptop computer at any time without any software or hardware modifications.

The sign controller shall monitor the photo cell circuits in the sign and convert the measured light intensity into the desired pixel brightness. The photo circuit readings shall be correlated with a brightness table in the sign controller. The brightness table shall have a minimum of 255 brightness levels. Automatic adjustment of the LED driving waveform duty cycle shall occur in small enough increments so that

brightness of the sign changes smoothly, with no perceivable brightness change between adjacent levels. The brightness table in each individual sign controller shall be adjustable from the central controller and can be customized according to the requirements of the installation site. Each sign shall have its own, independent brightness table.

Brightness shall be manually settable from the front panel of the controller and remotely from the central computer in one percent increments from one to 99 percent.

There shall be a means to adjust how rapidly the sign responds to changes in ambient light as measured by the photocells. This can be used, for example, to prevent the sign from changing its brightness due to a vehicle's headlight momentarily hitting the sign. The adjustment shall be made from the central controller or laptop computer and shall have two different settings, one for daytime control and one for nighttime control, with the day/night ambient light threshold also being an adjustable value. In addition, there shall be a means to specify different weighting factors for each photocell, to specify how prominently each photocell figures in the calculation of nighttime ambient light.

In the event of a power failure, the sign controller shall activate a programmable default message (which can be a blank message) and shall report the AC power failure to the central controller.

The operational status of each pixel in the sign shall be automatically tested once a day and tested when a pixel test is requested from the central controller or laptop computer. A list of defective pixels shall then be transmitted to the central controller or laptop computer, listing pixel status, module number, column number and pixel number. This pixel status test shall distinguish the difference between half-out, full-out, half stuck-on and fully stuck-on pixels. This test shall not affect the displayed message for more than 0.5 seconds.

When the sign controller is polled and when messages are downloaded from the central controller or laptop computer, each pixel in the sign shall be read and its current state (full-on, half-on or off), for the currently displayed message, shall be returned to the central controller or laptop computer. This will allow the central controller or laptop computer to show the actual message that is visibly displayed on the sign on an individual pixel basis in a WYSIWYG format. (This is different from the pixel test listed above.) This pixel status read shall not affect the displayed message in any way. The pixel read shall be an actual real time read of the current flowing through each string of LEDs at the time of the associated sign poll or message download and shall not be accomplished by simulating errors based on the last pixel test.

There shall be no perceivable blinking, flickering or ghosting of the pixels at any time, except during a pixel test as described above. The displayed message will not be affected in any way at any time for the pixel status read as described above.

The operational status of the ventilation system, including the fans and filters, shall be automatically tested once a day and tested on command from the central controller, laptop computer or front panel of the sign controller. Any failure will cause an error message to be sent to the central controller or laptop computer when the sign controller is polled by the central controller or laptop computer.

The sign controller shall read the internal temperature sensors, external ambient temperature sensor and the humidity sensor. The sign controller shall use these readings in an algorithm that turns on the heat tape and/or the fans at the appropriate times to reduce both frost on the face of the sign and condensation on the display modules and other electronic circuitry.

Temperature sensors shall be continuously measured and monitored by the sign controller. A temperature greater than a user selectable critical temperature shall cause the sign message to go to blank and the sign controller shall report this error message to the central controller. This user selectable critical temperature shall be capable of being changed by the central controller or laptop computer. The central controller and laptop computers shall have the ability to read all temperature measurements from the sign controller.

All LED module power supply voltages shall be continuously measured by the sign controller. The sign controller shall provide these voltage readings to the central controller or laptop computer when the sign controller is polled by the central controller or laptop computer.

In the event the central controller fails to communicate with the sign controller within a programmable time limit, the sign shall activate a programmable default message (which can be a blank). This function shall apply only when the sign controller is in central control mode.

Failure of any sign shall not affect the operation of any other sign in the system.

The sign controller shall perform a consistency check of messages downloaded from the central controller or laptop computer to ensure that the message will fit in the display area of the sign. If any part of the message fails this check, the downloaded message shall not be displayed.

The sign controller internal time clock shall ensure that a message is taken down at the correct time, even in the event of a communications loss.

The sign controller shall maintain its internal time clock during power outages less than 255 minutes and display the proper message when power is restored.

The sign controller shall allow a moving arrow to be displayed by the central controller or laptop computer. The moving arrow shall be on one line with a standard message on the other lines. The moving arrows shall be from the left or right and shall start from one end or in the middle of the sign and continue to the end of the sign.

The sign controller shall have a special function output bit to control an auxiliary blank-out sign. This shall be a closure to ground capable of sinking at least 10 ma. It shall be controlled from the central controller.

The sign controller shall be capable of being remotely reset from the central controller.

CENTER TO FIELD COMMUNICATIONS NTCIP REQUIREMENT

The sign controller and central computer software shall comply with the referenced National Transportation Communications for ITS Protocol (NTCIP) Standards when installed. The software shall comply with the versions of the relevant NTCIP standards that are current at the date of this document, or a later version.

The DMS manufacturer shall meet the NTCIP requirements as outlined in appendix A, be able to establish communications with the NTCIP sign driver already developed and residing on the SUN Server at the Traffic Systems Center and as mutually agreed upon by the Department, installing contractor, and sign vendor for project compliance and completion.

NTCIP FRAMEWORK

The software shall comply with NTCIP 1101 (NEMA TS 3.2, Amendment #1) the Simple Transportation Management Framework, and shall meet the requirements for Conformance Level 1.

NTCIP COMMUNICATIONS

Subnet Level

Each NTCIP Component that communicates remotely shall support NTCIP 2103 (SP-PPP/RS232) over both a null-modem connection and an external dial-up modem connection. The dial-up modem shall support data rates of 28.8 kbps, 19.2 kbps, 14.4 kbps, 9600 bps, 4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps. The null-modem shall support the same speeds with a maximum of 19.2 kbps. Additionally, the NTCIP Component shall be able to make outgoing and receive incoming calls as necessary and support the following modem command sets:

- Hayes AT Command Set
- MNP5
- MNP10
- V.42bis

Each serial port on each NTCIP Component shall support NTCIP 2101 (SP-PMPP/RS232) with data rates of 19.2 kbps, 14.4 kbps, 9600 bps, 4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps.

NTCIP Components may support additional Subnet Profiles at the vendor's option. At any one time, only one Subnet Profiles shall be active on a given serial port of the NTCIP Component. If the NTCIP Component has a serial port that supports multiple Subnet Profiles, the NTCIP Component shall be configurable to allow the field technician to activate the desired Subnet Profile and shall provide a visual indication of the currently selected Subnet Profile.

Transport Level

Each NTCIP Component shall comply with NTCIP 2201 (TP-Null). NTCIP Components may support additional Transport Profiles at the manufacturer's option. Response datagrams shall use the same Transport Profile used in the request. Each NTCIP Component shall support the receipt of datagrams conforming to any of the identified Transport Profiles at any time.

Application Level

Each DMS shall comply with NTCIP 2301, (NEMA TS 3.AP-STMF), as a Managed Agent and shall meet the requirements for Conformance Level 1 (NOTE – See Amendment to standard). SNMP shall be required and STMP shall not be required. An NTCIP Component may support additional Application Profiles at the manufacturer's option. Responses shall use the sample Application Profile used by the request. Each NTCIP Component shall support the receipt of Application data packets at any time allowed by the subject standards.

NTCIP INFORMATION

Global Objects - NTCIP 1201

The software shall implement all mandatory objects of the mandatory conformance group defined in NTCIP 1201 Global Object Definitions (NEMA TS 3.4, Amendment #1), as follows:

	Conformance Group
1	Configuration Conformance Group
2	Security Conformance Group (new in Amendment 1)

The software shall implement all mandatory objects of the optional conformance groups defined in NTCIP 1201 Global Object Definitions (NEMA TS 3.4, Amendment #1), as follows:

	Conformance Group
1	Database Management Conformance Group
2	Time Management Conformance Group
3	Time Base Event Schedule Conformance Group
4	Report Conformance Group
5	PMPP Conformance Group

The software shall implement the following optional objects defined in NTCIP 1201 Global Object Definitions (NEMA TS 3.4, Amendment #1), as follows:

	Object
1	globalSetIDParameter
2	eventConfigLogOID
3	eventConfigAction
4	eventClassDescription

Dynamic Message Sign (DMS) Objects - NTCIP 1203

The software shall implement all mandatory objects of all mandatory conformance groups defined in NTCIP 1203 Object Definitions for Dynamic Message Signs (NEMA TS 3.6), as follows:

	Conformance Group
1	Sign Configuration Conformance Group
2	Message Table Conformance Group
3	Sign Control Conformance Group

The software shall implement all mandatory objects of the optional conformance groups defined in NTCIP 1203 Object Definitions for Dynamic Message Signs (NEMA TS 3.6), as follows:

	Conformance Group
1	GUI Appearance
2	Font Definition
3	VMS Sign Configuration
4	MULTI Configuration
5	Default Message
6	MULTI Error
7	Illumination/Brightness
8	Scheduling
9	Auxiliary I/O
10	Sign Status
11	Status Error
12	Pixel Error Status
13	Fan Error Status
14	Power Status
15	Temperature Status

The software shall implement the following optional objects defined in NTCIP 1203 Object Definitions for Dynamic Message Signs (NEMA TS 3.6), as follows:

	Object
1	dmsMessageBeacon (if the hardware supports beacons)
2	dmsSWReset
3	dmsMessageTimeRemaining
4	dmsShortPowerRecoveryMessage
5	dmsLongPowerRecoveryMessage
6	dmsShortPowerLossTime
7	dmsResetMessage
8	dmsCommunicationsLossMessage
9	dmsTimeCommLoss
10	dmsPowerLossMessage
11	dmsEndDurationMessage
12	dmsMultiOtherErrorDescription
13	dmsStatDoorOpen (if the hardware supports door open)
14	fanFailures
15	fanTestActivation
16	tempMinAmbient
17	tempMaxAmbient
18	tempMinSignHousing
19	tempMaxSignHousing

Sizes and Ranges

All objects required by these procurement specifications shall support all values within its standardized range, unless otherwise approved by the PROJECT ENGINEER. The standardized range is defined by a size, range, or enumerated listing indicated in the object's SYNTAX field and/or through descriptive text in the object's DESCRIPTION field of the relevant standard. The following provides the current listing of known variances for this project.

Object	Minimum Project Requirements
NTCIP 1201 (TS 3.4)	
moduleTableEntry	Shall contain at least one row with moduleType equal to 3 (software). The moduleMake shall specify the name of the manufacturer, the moduleModel shall specify the manufacturer's name of the component, and the modelVersion shall indicate the model version number of the component.
maxTimeBaseScheduleEntries	7

maxDayPlans	7
maxDayPlanEvents	7
maxEventLogConfigs	50
eventConfigMode	onChange(2), greaterThanValue(3), smallerThanValue(4), hysteresisBound(5), and periodic(6)
maxEventLogSize	200
maxEventClasses	7
maxGroupAddress	1
communityNamesMax	4
NTCIP 1203 (TS 3.6)	
numFonts	4
maxFontCharacters	255
defaultBackgroundColor	black(0)
defaultForegroundColor	amber(9)
defaultJustificationLine	left(2), center(3), and right(4)
defaultJustificationPage	top(2), middle(3), and bottom(4)
defaultCharacterSet	eightBit (2)
dmsNumPermanentMsg	50
dmsMaxChangableMsg	50
dmsControlMode	local(2), external(3), central(4), and centralOverride(5)
dmsIllumControl	photocell(2) and manual(4)
numActionTableEntries	15

MULTI Message Language (NTCIP 1203)

The software shall implement the following tags (opening and closing where defined) of MULTI as defined in NTCIP 1203 Object Definitions for Dynamic Message Signs (NEMA TS 3.6):

	Multi Tag
1	Field
2	Flash
3	Font
4	Hexadecimal Character
5	Justification Line – no support for full justification ([j]5)
6	Justification Page
7	Moving Text
8	New Line
9	New Page
10	Page Time
11	Spacing – Character

The Field tag shall support the following field IDs:

	Field Tag ID	Description
1	1	Time, 12-hour format (no AM/PM indicator)
2	2	Time, 24-hour format
3	3	Temperature in degrees Celsius
4	4	Temperature in degrees Fahrenheit
5	7	Day of week
6	8	Day of month
7	9	Month of year
8	10	Year, 2-digits
9	11	Year, 4-digits

Modes of Operation. The mode of operation determines which level of control governs the DMS message selection. The three modes of operation are:

Central Mode: The local control panel switch is off and the central controller controls and monitors the sign.

Local Mode: The local control panel switch is on and the laptop computer or front panel of the sign controller is used to locally control the sign. The central controller only monitors the sign (i.e. status poll).

Local Override: The local mode has been overridden by the central to allow the central to control the sign in case the local control panel switch was unintentionally left in local mode.

(c) Laptop Computer.

Laptop computer shall be used for local control of DMS in event of a master controller failure, communications failure to DMS master controller, remote operation and for routine maintenance and trouble-shooting of field hardware. Two laptop computers shall be provided regardless of the number of signs installed. The laptop computer shall provide on-site processing of all commands the sign controller has been programmed for. The laptop computer shall have the capability to function as both a DMS remote terminal and a maintenance terminal. The DMS vendor shall supply a copy with each laptop computer and two additional copies of the remote terminal and maintenance software. The DMS vendor shall provide the Department a license allowing the Department and Department's agents (electrical maintenance Contractor EMC) to use the terminal software on as many laptop computers as required for system maintenance and operation. The laptop computers shall be utilized in the Department's training.

The laptop computer shall be equal to or exceed Ruggedized Notebook model Rough Rider 3 Series:

- Water proof, shock resistant
- ISO-9001 compliant
- 810-E and 465C military specifications
- 14.1" TFT LCD, sunlight readable
- Pentium M, 1.6 GHz
- 512 Mb RAM
- 64 MB Video Memory
- 30GB UTA hard drive, removable
- Removable 3.5" floppy drive
- Lithium battery
- 256K on-die cache
- 1 serial, 1 parallel, USB, ext. display, keyboard and mouse ports
- I-EEE 1394 fire wire
- Windows 2000 (CD and manual)
- 1 year manufacturer warranty
- Back light rubber keyboard, water-proof
- 10-32 VDC car adapter / charger
- -20°C low-temperature operating
- Two ¾ size PCI cards
- Bay 1: CDRW
- Bay 2: 56.5K + 100 base T module
- Pelican Case (Ruggedized case, not leather)
- Extra primary battery

(d) Modem.

Each sign shall include a matched pair of modems for wire line control from the Traffic Systems Center. The modems shall be suitable for communication over leased telephone company 4 wire lines. Modems shall match the communications characteristics and protocols of the current sign control modems at the Traffic Systems Center office; field hardened for an operating temperature range -37 to +74° C. Example modems are Telentics Flash Poll model DSP9612FP

(e) Ground Control Box.

The box shall be mounted to the sign support leg on the right shoulder. The ground control box shall contain the following assemblies:

- Power-on indicator
- Waterproof local/remote switch
- Local control LED indicator
- Sign controller reset push-button switch
- Sign to ground voice communication RJ-11 jack
- RS-232 connection for the portable laptop computer
- RS-232 cable a minimum of 4 feet long to connect the laptop computer
- 120 VAC GFI outlet

The cabinet dimensions shall be approximately 15 inches high by 15 inches wide by nine inches deep.

There shall be a hinged shelf which folds from inside the cabinet and is suitable for the laptop computer to rest on.

The cabinet shall be a NEMA 3R single-door enclosure.

The cabinet shall be constructed using unpainted sheet aluminum with a minimum thickness of 0.125 inch. Material used in the cabinet shall meet NEMA standards.

The cabinet shall be completely weatherproofed to prevent the entry of water. All exterior seams for cabinets and doors shall be continuously welded. All exterior welds shall be smooth.

The cabinet shall be provided with one full size door to provide access to the cabinet. The door shall be provided with a full length stainless steel piano hinge, with a stainless steel pin spot welded at the top. The hinge shall be mounted so that it is not possible to remove it from the door or cabinet without first opening the door.

The door and hinges shall be braced to withstand a 100 pound per vertical foot of door height load applied vertically to the outer edge of the door when standing open. There shall be no permanent deformation or impairment of any part of the door or cabinet body when the load is removed.

The cabinet door shall be fitted with a number 2 Corbin lock. Two keys shall be provided for each cabinet.

The door opening shall be double flanged on all four sides.

A gasket shall be provided to act as a permanent dust and weather resistant seal at the cabinet door facing. The gasket material shall be closed-cell neoprene and shall maintain its resiliency after exposure to the outdoor environment. The gasket must show no sign of rolling or sagging and must insure a uniform dust and weather resistant seal around the entire door facing.

The voice / data / control cable shall be terminated with a single CHAMP type IDC connector on each end.

The power-on indicator shall show when the display system interface circuits are energized.

All shop drawings of the cabinet, as described in this specification and the plans, shall be submitted to the Engineer for approval before installation.

All markings and identification shall be silk screened on the panel and sealed with a clear sealer or as approved by the Engineer.

The Contractor shall be responsible for all phone, data, control and confirmation connections between the sign and ground control box and for any required wiring harnesses and connectors.

CONSTRUCTION REQUIREMENTS

General. The DMS, including the sign housing and all modules and assemblies shall be designed and manufactured in the USA by the DMS manufacturer. The company that designs and manufactures the LED DMS shall be currently ISO 9001 certified as of the bid date for this project and shall have received its ISO 9001 certification a minimum of three years prior to the bid date for this project. The scope of this company's ISO 9001 certification shall be for the Design, Manufacture, Installation, Maintenance and Sales of Dynamic Message Sign Systems. The facility where this company actually designs and manufactures the LED DMS shall be ISO 9001 certified. This company, this scope and the address of this facility shall all be listed on the ISO 9001 certificate. This ISO 9001 certificate shall be provided with the bid. The name, phone number and address of both the Authorized ISO 9001 Registrar that certified this company and the Authorized ISO 9001 Accreditation Body that accredited this Registrar shall be provided with the bid. Failure to fully comply with these requirements and to provide all this information will cause this company's equipment and software to be rejected. ISO 9002 and ISO 9003 certifications are not adequate and do not meet this requirement.

The LED DMS Signs and System shall be fabricated by an established DMS manufacturer having the minimum of:

1. 10 years experience, under the current corporate name, in the design and manufacturing of State Highway or Interstate Highway, permanently-mounted, overhead dynamic message signs and central control systems installed in freeway service. This 10 years of experience shall include the complete design and manufacturing of all aspects of the dynamic message signs, including the electronic hardware, software and sign housings.
2. 100 State Highway or Interstate Highway, permanently-mounted, overhead dynamic message signs installed in freeway service, under the current corporate name.
3. NTCIP – compliant LED DMS that successfully passed NTCIP tests that were administered by industry accepted independent companies.

The manufacturer of the LED DMS Signs and System shall submit documentary evidence and reference data for the above requirements from a minimum of three (3) different states that have been successfully operating a highway LED dynamic message sign system, and that completely meets these specifications, manufactured and supplied by this manufacturer, for a period of no less than five (5) years. Reference data shall include the name and address of the organization, and the name and telephone number of an individual from the organization who can be contacted to verify the above requirements. The name of the DMS manufacturer that meets these experience requirements shall have the same corporate name as the DMS manufacturer that meets the ISO 9001 requirements stated elsewhere in this specification. This information shall be provided prior to documentation submittal. Failure to furnish the above references will be sufficient reason for rejection of the supplier's equipment.

Submittals. Shop drawings shall be submitted in accordance with Article 801.08 of the Standard Specifications and as specified in these special provisions.

Prior to purchase or fabrication of any equipment or materials for use in this project, the Contractor shall submit, for review by the Engineer, appropriate catalog cuts sheets, and specifications for all standard, off-the-shelf items and shall submit shop drawings and other necessary data for all non-catalog or custom-made items.

The Contractor shall furnish five sets of submittal data directly to the Engineer. Two copies of this information, with appropriate notations, will be returned to the Contractor after the review.

If reprinted literature, such as catalog cut sheets, is used to satisfy the submittal data requirements, there shall be no statements on the literature which conflict with the requirements of the Contract documents. Any such statements shall be crossed off and initialed by the Contractor. Explanation of how specifications shall be met pertaining to items changed from the literature shall be documented in writing and included with the submittal information.

All items shall be submitted together.

Each submittal shall contain sufficient information and details to permit full evaluation of each item, and its interrelationships among the various items shall be carefully addressed.

The Contractor shall prepare and submit detailed shop drawings for each sign type indicating types of materials proposed for each component of each sign, parts lists, assembly techniques, layout of all display elements and wiring schematics. The shop drawings shall also illustrate in detail how the Contractor proposes to mount and connect the DMS sign case to the sign support structure (truss). The DMS sign case shall include any support mechanism necessary for the installation of the DMS sign case that is not included in the truss. These drawings shall be submitted to the Engineer for review and approval prior to fabrication of any sign. Parts lists shall include circuit and board designation, part type and class, power rating, component manufacturer and mechanical part manufacturer.

As part of the submittals for the DMS assembly, the Contractor shall submit an engineering drawing illustrating the DMS character set including 26 upper case letters, 10 numerals, a dash, a plus sign (+), and slash. The Contractor shall also submit complete technical information, shop drawings, photographs, graphs, circuit diagrams, instruction manuals, security provisions, and any other necessary documents to fully describe the DMS assembly and associated equipment.

Installation. All signs must be made operational within 5 working days after being erected. This includes the complete installation of all necessary power, control, and communication equipment, raceways, and cables which are required to operate the sign. Operation of the sign shall as a minimum include the ability to display messages and to remotely change the messages being displayed from the Traffic Systems Center central controller.

In cases where either the permanent or temporary power and communication lines can not be connected as shown within the 5 working day period other measures shall be taken to make the system operational. These measures shall be as follows and shall be at no additional cost to the Contract. Temporary power shall be from either an existing IDOT service or an on-site generator. The generator shall be supplied by the Contractor and kept secure and in

continuous operation until the permanent power feed can be connected. Communications shall be provided via a dial-in cellular connection and shall provide remote message entry and status polling. The Contractor shall arrange for and provide the temporary cellular phone connection and all local and remote equipment and software, as recommended by the sign manufacturer, to facilitate remote control and monitoring of the sign from the TSC. The equipment and software shall remain the property of the Department, and the Contractor shall remain responsible for phone charges until the permanent communications are complete, tested, and accepted, at which time the Contractor may terminate service and the Department may make separate phone arrangements. Submittal information shall include product data and interconnection diagrams for the remote phone programming provisions. All temporary connections must be approved by the Engineer prior to installation.

Liquidated damages of \$3,000 per day shall be paid by the Contractor for each day in excess of the 5 working days for which the sign has been erected but not put into operation.

The Contractor is responsible for integrating all the installations into the existing Central Control system at the Traffic Systems Center in Oak Park, IL. The NTCIP driver shall be provided to the successful DMS vendor for system integration.

The Contractor shall provide additional parts to create two (2) additional character matrixes, two (2) load modules to drive a character module, one (1) LED power supply and one complete sign controller unit. The cost of additional parts shall be considered incidental to the price for each DMS.

The DMS manufacturer's technical representative shall provide on-site technical assistance in the following areas:

1. Sign to controller cabling
2. Initial sign turn on and test

The initial powering up of the sign(s) shall not be executed without the permission of the DMS manufacturer's technical representative.

Equipment shall be warranted for a minimum of five years against defects and/or failure in design, materials and workmanship. Unless otherwise specified in the invitation for bids, warranty coverage shall become effective on the date of final acceptance of the system by the Department. The Contractor shall assign to the Department all manufacturer's normal warranties or guarantees, on all such electronic, electrical and mechanical equipment, materials, technical data, and products furnished for and installed on the project. Defective equipment shall be repaired or replaced, at the manufacturer's option, during the warranty period at no cost to the Department.

Testing and Training. The equipment covered by this specification shall be subjected to design approval tests (DAT), factory demonstration tests (FDT), stand-alone tests, systems tests and 72 hour and 90 day test periods to determine conformance with all the specification requirements. The Engineer may at his discretion accept certification by an independent testing lab in lieu of the design approval tests to verify that the design approval tests have previously

been satisfactorily completed. The DMS vendor shall arrange for and conduct the tests in accordance with the testing requirements stated herein. Unless otherwise specified, the DMS vendor is responsible for satisfying all inspection requirements prior to submission for the Engineer's inspection and acceptance. The Contract periods will not be extended for time lost or delays caused by testing prior to final Department approval of any items. The Engineer reserves the right to have his representative witness any and all tests. The results of each test shall be compared with the requirements specified herein. Failure to conform to the requirements of any test shall be counted as a defect, and the equipment shall be subject to rejection by the Engineer. Rejected equipment may be offered again for a retest provided that all non-compliances have been corrected and retest by the DMS vendor and evidence thereof submitted to the Engineer.

Final inspection and acceptance of equipment shall be made after installation at the designated location as shown on the plans, unless otherwise specified herein.

The DMS vendor shall provide five (5) copies of all design approval, factory demonstration, stand-alone and system test procedures and data forms for the Engineer's approval at least sixty (60) days prior to the day the tests are to begin. The test procedures shall include the sequence in which the tests will be conducted. The test procedures shall have the Engineer's approval prior to submission of equipment for tests.

The DMS vendor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests. The data forms shall be signed by an authorized representative (company official) of the equipment manufacturer. At least one copy of the data forms shall be sent to the Engineer.

The DMS vendor shall be responsible for providing the test fixtures and test instruments for all of the tests.

Design approval tests shall be conducted by the DMS vendor on one or more samples of equipment of each type, as approved by the Engineer, to determine if the design of the equipment meets the requirements of this Specification.

If the design approval tests have not previously been satisfactorily completed by an independent testing lab and accepted by the Engineer, the Engineer shall be notified a minimum of thirty (30) calendar days in advance of the time these tests are to be conducted.

The design approval tests shall cover the following:

1. The DMS sign system equipment shall successfully perform all the functionality requirements listed in this specification under the following conditions in the order specified below:
 - a. The equipment shall be stabilized at -40°F (-40°C). After stabilization at this temperature, the equipment shall be operated without degradation for two (2) hours.

- b. Moisture shall be caused to condense on the equipment by allowing it to warm up to room temperature in an atmosphere having relative humidity of at least 40% and the equipment shall be satisfactorily operated for two (2) hours while wet.
 - c. The equipment shall be stabilized at 149°F (65°C). After stabilization, the equipment shall be satisfactorily operated for two (2) hours without degradation or failure.
2. The equipment shall meet the specified performance requirements when the nominal input voltage is 115 V +/- 15 V. The equipment shall be operated at the extreme limits for at least 15 minutes during which the operational test of the FDT shall be successfully performed.
 3. The equipment shall meet the performance requirements when subjected to the power service transient specified in 2.1.6 "Transient, Power Service", of the NEMA standard TS1.
 4. The equipment shall meet its performance requirements when subjected to a temperature of 149°F (65°C) and a relative humidity of 90%. The equipment shall be maintained at the above condition for 48 hours. At the conclusion of the 48 hour soak, the equipment shall meet the requirements of the operational test of the FDT within 30 minutes of beginning the test.
 5. The equipment (excluding cabinets) shall show no degradation of mechanical structure, soldered components, or plug-in components and shall operate in accordance with the manufacturer's equipment specifications after being subjected to the vibration tests as described in Section 2.2.5, "Vibration Test", of the NEMA standard TS1.
 6. The sign housing electronics shall be separately capable of withstanding a high-energy transient having the following characteristics repeatedly applied to the AC input terminals:

A ten microfarad oil filled capacitor charged to 1000 VDC \pm 5% shall be discharged into the power input terminals a minimum of three times for each polarity. Immediately following this test the unit under test shall perform all of its defined functions upon the restoration of normal AC power.

If the unit fails the design approval test, the design fault shall be corrected and the entire design approval test shall be repeated. All deliverable units shall be modified without additional costs to the Department, to include design changes required to pass the design approval tests.

The DMS vendor shall be responsible for conducting Factory Demonstration Tests on an all units at the DMS Vendor's Manufacturing Facility. These tests shall be performed on each unit supplied. The Engineer shall be notified a minimum of thirty (30) calendar days before the start of tests. The DMS Vendor shall pay for all travel expenses, including airfare, rental car, hotel, meals, etc., for up to three (3) department personnel for the Factory Demonstration Tests on the first unit at the vendor's manufacturing facility. All equipment shall pass the following individual tests:

1. Each sign shall be examined carefully to verify that the materials, design, construction, markings and workmanship comply with the requirements of the Specification.

2. The wiring shall be checked to determine conformance with the requirements of the appropriate paragraphs in the Specifications.
3. Each sign shall be operated long enough to permit equipment temperature stabilization, and to check and record an adequate number of performance characteristics to ensure compliance with the requirements of this Specification. Equipment functionality will be thoroughly tested to verify complete compliance with all areas of this Specification.

If any unit fails to pass its demonstration test, the unit shall be corrected and another unit substituted in its place and the test successfully repeated. If a unit has been modified as a result of a demonstration test failure, a report shall be prepared and delivered to the Engineer prior to shipment of the unit. The report shall describe the nature of the failure and the corrective action taken. If a failure pattern develops, the Engineer may direct that design and construction modifications be made to all units without additional cost to the Department or extension of the Contract period.

The DMS vendor shall conduct an approved stand-alone test of the equipment installation at the field site. The test shall, as a minimum, exercise all stand-alone (non-network) functional operations of the field equipment with all of the equipment installed as per the plans, or as directed by the Engineer. Approved data forms shall be completed and turned over to the Engineer as the basis for review and rejection or acceptance. At least thirty (30) working days' notice shall be given prior to all tests to permit the Engineer or his representative to observe each test.

If any unit fails to pass its stand-alone test, the unit shall be corrected or another unit substituted in its place and the test successfully repeated. If a unit has been modified as a result of a stand-alone test failure, a report shall be prepared and delivered to the Engineer prior to the re-testing of the unit. The report shall describe the nature of the failure and the corrective action taken. If a failure pattern develops, the Engineer may direct that design and construction modifications be made to all units without additional cost to the Department or extension of the Contract period.

The DMS vendor shall conduct approved DMS system tests on the field equipment with the central equipment. The tests shall, as a minimum, exercise all remote control functions and display the return status codes from the controller. Approved data forms shall be completed and turned over to the Engineer as the basis for review and for rejection or acceptance.

If system tests fail because of any components(s) in the subsystem, the particular components(s) shall be corrected or substituted with other components(s) and the tests shall be repeated. If a component has been modified as a result of the system test failure, a report shall be prepared and delivered to the Engineer prior to retest.

After the installation of the DMS system is completed and the successful completion of the System Test, the DMS vendor shall conduct one continuous 72-hour full operating test prior to conducting a 90-day test period. The type of test to be conducted shall be approved by the Engineer, and shall consist primarily of exercising all control, monitor and communications functions of the field equipment by the central equipment.

The 90-day test period shall commence on the first day after the successful completion of the approved 72-hour continuous full operating test period. During the 90-day test period, downtime, due to mechanical, electrical and/or other malfunctions, shall not exceed five (5) working days. The Engineer may extend the 90-day test period by a number of days equal to the downtime in excess of five (5) working days. The Engineer will furnish the DMS vendor with a letter of approval stating the first day of the 90-day test period.

Final system acceptance shall be defined as when all work and materials provided for in this item have been furnished and completely installed, and all parts of the work have been approved and accepted by the Engineer and the Dynamic Message Sign System has been operated continuously and successfully for ninety (90) calendar days with no more than five (5) working days downtime due to mechanical, electrical and/or other malfunctions.

Operational and maintenance training for the entire system shall be provided to designated personnel during installation, testing and debugging. This training shall be provided through practical demonstrations and other related technical procedures. Training shall be limited to a maximum of 15 people and shall be provided at a time and location approved by the Engineer. The training shall include, but not be limited to, the following:

1. Hands-on operation of all sign control hardware
2. Explanation of all system commands, their function and usage
3. Insertion of data
4. Required preventative maintenance
5. Servicing procedures
6. System trouble-shooting or problem identification procedures

A minimum of 40 hours of instruction shall be provided for the operational and maintenance procedures for the system. The DMS vendor shall submit an agenda for the training and one complete set of training materials along with the qualification of proposed instructors to the Engineer for approval at least 30 days before the training is to begin. The Engineer will review material and approve or request changes. After approval, the vendor shall provide a minimum of 5 copies of the training material that will become the property of the Department after training period is over.

The DMS vendor shall videotape the entire training on VHS tapes and shall provide the tapes to the Engineer for later use. The training shall be conducted at District One Traffic Systems Center building where the control room is located, after the completion of all system integration tests. The schedule of training sessions shall be established by the DMS vendor, with the approval of the Engineer.

Final Documentation. The Contractor shall provide to the Engineer the following as-built documentation of the complete installed equipment prior to testing. Sufficient documentation shall be provided to reflect "as-built" conditions and to facilitate operation, maintenance, modification and expansion of the system or any of its individual components. Manufacturer supplied documentation which covers the intent of this requirement may be used, subject to the approval of the Engineer.

Operator's Manuals: A manual containing a general description and detailed operating and installation instructions shall be provided for each different type or model of equipment. Five copies of the manual shall include the following information:

1. A general description of the equipment including all information necessary to describe the basic use or function of the system components. This shall include a general block diagram presentation of the equipment. Where auxiliary equipment is required, tabular charts shall be included, list such equipment. These charts shall include the nomenclature physical and electrical characteristics and functions of the auxiliary equipment, unless such information is contained elsewhere in an associated manual. In the latter case, a reference shall be made to the location of the information pertaining to the auxiliary equipment.
2. The theory of operation of the system components in a clear, concise manner supported by simplified schematics, logic, data flow diagrams, one-function diagrams, etc. Timing and waveform diagrams and voltage levels shall be shown as required. A logical development shall be used starting with a system block level and proceeding to a circuit analysis. Circuit analysis shall be detailed whenever circuits are not normally found in standard text books. This application of new theoretical concepts shall be fully described. Where the design allows operation in a number of different modes, an operational description of each mode shall be included.
3. In simple, clear language, the routine of operation, from necessary preparations for placing the equipment into operation, to securing the equipment after operation. This section shall contain appropriate illustrations, with the sequence of operations presented in tabular form wherever feasible.
4. The manufacturer's recommended procedures and checks necessary for preventive maintenance. This shall be specified for pre-operation, weekly, monthly, quarterly, semi-annual, annual and "as required" checks as necessary to assure reliable equipment operation. Specification, including tolerances, for all electrical, mechanical, and other applicable measurement, adjustments, or both, shall be listed.
5. Data necessary for isolation and repair of failure or malfunctions, assuming the maintenance technicians to be capable of analytical reasoning using the information provided in the submittal information. Accuracies, limits, and tolerances for all electrical, physical or other applicable measurements shall be described. General instructions shall be included for disassembly, overhaul and reassembly, including shop specifications or performance requirements.
6. Detailed instructions shall be given only where failure to follow special procedures would result in damage to the equipment, improper operation, danger to operating or maintenance personnel. Consumption of excessive person hours, etc. Such instructions and specifications shall be included only for such maintenance as maybe accomplished by specialized technicians and engineers in a modern electromechanical shop. The instructions shall describe special test set-up, components fabrication, the use of special tools, jibs and test equipment.
7. A detailed physical description of size, weight, special mounting requirements, electrical connections, and all other pertinent information necessary for proper installation and use of the equipment shall be provided.

8. The parts list shall contain all information required to describe the characteristics of the individual parts, as required for identification. It shall include a list of all equipment within a group and list all assemblies, sub-assemblies and replacement parts of units. The tabular arrangement shall be an alphanumeric order of the schematic reference symbols and shall give the associated description, manufacturer's name and part number. A table of contents or some other convenient means shall be provided for the purpose of identifying major components, assemblies, etc.
9. Schematic diagrams shall be complete and accurate as required to supplement the text material and to allow the books to be a self-contained technical information source. Maximum size of these diagrams shall be limited to allow their use in close proximity to the equipment, in the class room, etc., part reference symbols, test voltages, waveforms and other aids to understanding of the circuits function shall be included on the diagrams. Test voltages, waveforms and other aids to understanding of the circuits function may be shown on either the simplified schematics and other drawings (as required in the above sections) on theory of operation or maintenance or on the schematic diagrams required for this section. The overall scope of information shall not be less, however, than that stated for the schematic diagrams.

The DMS vendor shall provide manuals and data for the computer software system and components thereof. These shall include the following:

1. Computer programmer's manuals and computer user's manuals (5 copies each). Include manuals for any CPU language used by the Contractor for this project. Include instructions for performing a back-up of all software and message libraries.
2. Two original copies of the computer's operating system manual and compiler and assembly language manuals and an instruction manual for translating source to object code.
3. Manufacturer's documentation (including schematics) for all plug in circuit cards used in the microcomputer chassis.
4. Computer program logic in flow chart form (5 copies).
5. Narrative descriptions of programs and input output formats (5 copies).
6. Two copies of source programs, for master and sign controller software, shall be provided on 3½" diskettes or CD-ROM. An unrestricted license for software use by the Department shall be provided to the Engineer.
7. DMS vendor shall provide the communication protocol used between the DMS master controller and the DMS sign controller for use by the Department without any restrictions.

Final documentation shall reflect all field changes and software modifications and shall be provided before installation. Final documentation shall be approved prior to final system acceptance has begun. This document shall include drawings of conduit layouts, cable diagrams, wiring lists, cabinet layouts, wiring diagrams and schematics for all elements of the communications system. This shall also include detailed drawings identifying by cable type, color-coded function, the routing of all conductors (pairs) in the communications system. Upon completion of the installation, the Contractor shall submit these plans, maps, and/or drawings to reflect an as built condition, incorporating all changes made during installation, such as in pair identification and routing.

Method of Measurement. The LED Dynamic Message Sign Full-Matrix Configuration assembly will be measured for payment by the actual number of LED Dynamic Message Sign Full-Matrix Configuration assemblies furnished, installed, activated, tested, and accepted and shall be counted, each.

Basis of Payment. This item shall be paid for at the Contract unit price for each LED DYNAMIC MESSAGE SIGN FULL-MATRIX CONFIGURATION assembly which shall be payment in full for the material and work described herein.

AGGREGATE SHIPPING TICKETS (BDE)

Effective: January 1, 2006

Add the following to Article 1003.01 of the Standard Specifications:

“(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

Add the following to Article 1004.01 of the Standard Specifications:

“(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

Add the following to Article 1005.01 of the Supplemental Specifications:

“(d) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: January 1, 2004 July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

“(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except

that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. The Engineer may order or permit the use of a retarding or water-reducing admixture whenever the Engineer considers it appropriate. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP.”

Revise Section 1021 of the Standard Specifications to read:

“SECTION 1021. CONCRETE ADMIXTURES”

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. In all cases, cContainers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. The report shall also include water contents and results of set time tests according to AASHTO T 197 that were conducted on both a test and reference concrete, using cement from the source that is used as a standard by the Bureau of Materials and Physical Research. Per the manufacturer's option, The cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submit certification, both initially and annually thereafter, giving submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The initial and annual certifications shall further state that all admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass. The initial submittal shall also include an infrared spectrophotometer trace no more than five years old.

Annual re-submittals will be required and shall include certification that no changes have been made in the formulation since it was initially approved. The certification shall state that the admixture is the same as previously approved, and the Engineer may conduct such tests as deemed desirable to check the properties of the material before re-approval is granted.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory that is accredited by the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)”

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

“Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete.”

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the “Unit Price Adjustments” table of Article 503.22 of the Standard Specifications to read:

“UNIT PRICE ADJUSTMENTS	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals): When protected by: Protection Method II Protection Method I	 115% 110%
For concrete in superstructures: When protected by: Protection Method II Protection Method I	 123% 115%
For concrete in footings: When protected by: Protection Method I, II or III	 107%
For concrete in slope walls: When protected by: Protection Method I	 107%”

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

“All test specimens shall be cured with the units according to Article 1020.13.”

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article.”

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“For curing, air vents shall be in place and shall be so arranged that no water can enter the void tubes during the curing of the members.”

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13.”

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days.”

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION"			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: ^{11/}			
Pavement			
Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/}	3	1020.13(c)
Base Course			
Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/}	3	1020.13(c)
Driveway			
Median			
Curb			
Gutter	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/}	3	1020.13(c) ^{16/}
Curb and Gutter			
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin			
Manhole	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Inlet			
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/}	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings			
Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(e)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete: ^{11/}			
Bridge Beams			
Piles			
Bridge Slabs	1020.13(a)(3)(5) ^{9/ 10/}	As required.	^{13/} 504.06(c)(6), 1020.13(e)(2) ^{19/}
Nelson Type Structural Member			
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/ 9/ 10/}	As required.	^{14/} 504.06(c)(6), 1020.13(e)(2) ^{19/}
Precast, Prestressed Concrete: ^{11/}			
All Items	1020.13(a)(3)(5) ^{9/ 10/}	Until strand tensioning is released.	^{15/} 504.06(c)(6), 1020.13(e)(2) ^{19/}

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

“(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3).”

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

“Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:”

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

“Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with

the construction, including concrete, excavation, pile driving, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced by the Contractor at his/her own expense at no additional cost to the Department.”

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

“The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.”

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

“The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period.”

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

“1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired.”

Add the following Article to Section 1022 of the Standard Specifications:

“1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I, II, or III according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume.”

Revise Article 1020.14 of the Standard Specifications to read:

“1020.14 Temperature Control for Placement. Temperature control for concrete placement shall conform to the following requirements:be according to the following.

- (a) Temperature Control other than Structures. The temperature of the concrete immediately before placing, shall be not less than placement shall be a minimum of 10 °C (50 °F) nor more than and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than between 20 °C (70 °F) nor more than and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of the concrete, as placed in the forms, shall be not less than a minimum of 10 °C (50 °F) nor more than and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F), per the Engineer's instructions. When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than between 20 °C (70 °F) nor more than and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being

placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 222, 2005

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

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% 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% state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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 firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.00% 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 award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the

responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The

Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

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

- (a) DBE as the Contractor: 100% 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 firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% 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% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% 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 full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

- (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4)
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) 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.

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 Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete

its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (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 Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) 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.
- (e) 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.

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: August 1, 2005, January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

“The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e).”

Revise Article 701.04(c)(6) of the Standard Specifications to read:

“(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments.”

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

“The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed.”

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

“**109.07 Partial Payments.** Partial payments will be made as follows:

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

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: September 1, 2003, January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts no later than 30 days from the receipt of each payment made to the Contractor and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the state Department payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As When progress payments are made to the Contractor in accordance with according to Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid in full by the Contractor within 15 calendar days after the subcontractor's work has been satisfactorily completed receipt of payment from the Department. The Contractor shall not hold no retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, tThe Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with according to the Public Construction Bond Act, 30 ILCS 550.

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours

worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/.green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004

Add the following to Article 630.02 of the Standard Specifications:

"(h) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts, 150 mm (6 in.) deep, may be used in lieu of 150 mm (6 in.) deep wood block-outs for steel plate beam guardrail. The plastic blockouts shall be on the Department's approved list."

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 1993

Revised: February 1, 1996, April 2, 2004

Description. This work shall consist of furnishing, placing, and maintaining changeable message sign(s) at the locations(s) shown on the plans or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 2.1 m (7 ft) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 450 mm (18 in.).

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by the operator via an alpha-numeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and/or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from 400 m (1/4 mile) under both day and night conditions. The letters shall be legible from 250 m (750 ft).

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the Engineer will cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable changeable message signs are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

The furnishing, placing, and maintaining of Portable Changeable Message Sign(s) shall For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar month for each sign as CHANGEABLE MESSAGE SIGN.

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Replace the first sentence of the second paragraph of Article 1001.01 of the Standard Specifications with the following:

“ For portland cement according to ASTM C 150, the addition of up to 5.0 percent limestone by mass (weight) to the cement will not be permitted. Also, the total of all organic processing additions shall not exceed 1.0 percent by mass (weight) of the cement and the total of all inorganic processing additions shall not exceed 4.0 percent by mass (weight) of the cement.”Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

“For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement.”

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

“The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

“The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

“The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

“The plant shall be approved before production begins according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: November 2, 2005

Revise Article 1006.10(a) of the Supplemental Specifications to read:

“(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reinforcement Bar and Dowel Bar Plant Certification Procedure”. The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	<i>2/</i>	<i>2/</i>
Chromium	<i>2/</i>	<i>2/</i>
Molybdenum	<i>2/</i>	<i>2/</i>
Copper	<i>2/</i>	<i>2/</i>
Titanium	<i>2/</i>	<i>2/</i>
Vanadium	<i>2/</i>	<i>2/</i>
Columbium	<i>2/</i>	<i>2/</i>
Aluminum	<i>2/</i> , <i>3/</i>	<i>2/</i> , <i>3/</i>
Tin ^{4/}	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.

c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM

A 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.

- d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.
- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: November 1, 2004, August 1, 2005

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	kg/hectare (lb/acre)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (20)
	Rescue 911 Hard Fescue	20 (20)
	Fults Salt Grass*	70 (60)
2A Salt Tolerant Roadside Mixture 7/	Alta Fescue or Ky 31	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (30)
	Rescue 911 Hard Fescue	20 (30)
	Fults Salt Grass 1/	70 (60)"

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

“Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform coverage growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor’s expense.”

Add the following sentence to Article 252.04 of the Standard Specifications:

“Sod shall not be placed during the months of July and August.”

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

“**252.08 Sod Watering.** Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer.”

Revise Article 252.09 of the Standard Specifications to read:

“**252.09 Supplemental Watering.** During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice.”

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

“**252.12 Method of Measurement.** Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense.”

“Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering.”

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

“**252.13 Basis of Payment.** Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid.”

Revise Article 1081.03(b) of the Standard Specifications to read:

“(b) Salt Tolerant Sod.

Variety	Percent by Weight
Buffalo Grass	30%
Buchloe Dactyloides	
Amigo Fineleaf Tall Fescue	20%
Audubon Red Fescue	15%
Rescue 911 Hard Fescue	15%
Rugby Kentucky Bluegrass	5%
Fults Pucinnellia Distans	15%”

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure, Live	Weed	Secondary	Remarks
	Percent	Percent	Seed Percent	Percent	Noxious Weeds	
	Maximum	Minimum	Minimum	Maximum	No. per kg (oz) Max. Permitted*	
Alfalfa	20	92	89	0.50	211 (6)	1/
Brome Grass	-	90	75	0.50	175 (5)	-
Clover, Alsike	15	92	87	0.30	211 (6)	2/
Clover, Crimson	15	92	83	0.50	211 (6)	-
Clover, Ladino	15	92	87	0.30	211 (6)	-
Clover, Red	20	92	87	0.30	211 (6)	-
Clover, White Dutch	30	92	87	0.30	211 (6)	3/
Audubon Red Fescue	0	97	82	0.10	105 (3)	-
Fescue, Alta or Ky. 31	-	97	82	1.00	105 (3)	-
Fescue, Creeping Red	-	97	82	1.00	105 (3)	-
Fults Salt Grass	0	98	85	0.10	70 (2)	-
Kentucky Bluegrass	-	97	80	0.30	247 (7)	5/
Lespedeza, Korean	20	92	84	0.50	211 (6)	3/
Oats	-	92	88	0.50	70 (2)	4/
Orchard Grass	-	90	78	1.50	175 (5)	4/
Redtop	-	90	78	1.80	175 (5)	4/
Ryegrass, Perennial, Annual	-	97	85	0.30	175 (5)	4/
Rye, Grain, Winter	-	92	83	0.50	70 (2)	4/
Rescue 911 Hard Fescue	0	97	82	0.10	105 (3)	-
Timothy	-	92	84	0.50	175 (5)	4/
Vetch, Crown	30	92	67	1.00	211 (6)	3/ & 6/
Vetch, Spring	30	92	88	1.00	70 (2)	4/
Vetch, Winter	15	92	83	1.00	105 (3)	4/
Wheat, hard Red Winter	-	92	89	0.50	70 (2)	4/

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS and SI concrete. Self-consolidating concrete may also be used for drilled shafts.

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

$$\text{Aggregate Blend Expansion} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots \text{etc.}$$

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply except as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will also be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 25 mm (1.0 in.) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use, and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidations shall be according to Article 503.07 of the Standard Specifications except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

“Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

Delete the sixth, seventh, eighth and ninth paragraphs of Article 503.07 of the Standard Specifications.

Revise the eleventh paragraph of Article 503.07 of the Standard Specifications to read:

“Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes.”

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 40 cu m (50 cu yd) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 230 cu m (300 cu yd) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) for slump flow, and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 25 mm (1 in.) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

Add the following to the end of the first paragraph of Article 1006.25 of the Standard Specifications:

"The thickness of the galvanized coating for each side of the guardrail shall be at least 610 g/sq m (2.00 oz/sq ft). The thickness of the zinc or zinc alloy will be determined for each side using the average of at least three non-destructive test readings taken on that side of the guardrail."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revise the fifth sentence of the third paragraph of Article 280.04(a) of the Standard Specifications to read:

"This work may be constructed of hay or straw bales, extruded UV resistant high density polyethylene panels, erosion control blanket, mulch barrier, aggregate barriers, excavation, seeding, or mulch used separately or in combination, as approved, by the Engineer."

Add the following paragraphs after the fifth paragraph of Article 280.04(a) of the Standard Specifications.

"A ditch check constructed of extruded, UV resistant, high density polyethylene panels, "M" pins and erosion control blanket shall consist of the following materials:

Extruded, UV resistant, high density polyethylene panels shall have a minimum height of 250 mm (10 in.) and minimum length of 1.0 m (39.4 in.). The panels shall have a 51 mm

(2 in.) lip along the bottom of the panel. Each panel shall have a single rib thickness of 4 mm (5/32 in.) with a 12 mm (1/2 in.) distance between the ribs. The panels shall have an average apparent opening size equal to 4.75 mm (No. 4) sieve, with an average of 30 percent open area. The tensile strength of each panel shall be 26.27 kN/m (1800 lb/ft) in the machine direction and 7.3 kN/m (500 lb/ft) in the transverse direction when tested according to ASTM D 4595.

“M” pins shall be at least 76 mm (3 in.) by 686 mm (27 in.), constructed out of deformed grade C1008 D3.5 rod (0.211 in. diameter). The rod shall have a minimum tensile strength of 55 MPa (8000 psi).

Erosion control blanket shall conform to Article 251.04.

A section of erosion control blanket shall be placed transverse to the flowline direction of the ditch prior to the construction of the polyethylene ditch check. The length of the section shall extend from the top of one side of the ditch to the top of the opposite side of the ditch, while the width of the section shall be one roll width of the blanket. The upstream edge of the erosion control blanket shall be secured in a 100 mm (4 in.) trench. The blanket shall be secured in the trench with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge before the trench is backfilled. Once the upstream edge of the blanket is secured, the downstream edge shall be secured with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge. The polyethylene ditch check shall be installed in the middle of the erosion control blanket, with the lip of each panel facing outward.

The ditch check shall consist of two panels placed back to back forming a single row. Placement of the first two panels shall be at the toe of the backslope or sideslope, with the panels extending across the bottom of the ditch. Subsequent panels shall extend both across the bottom of the ditch and up the opposite sideslope, as well as up the original backslope or sideslope at the distance determined by the Engineer.

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil.”

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2003/2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time,

which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

WORK ZONE PUBLIC INFORMATION SIGNS (BDE)

Effective: September 1, 2002

Revised: April 15, 2004 January 1, 2005

Description. This work shall consist of furnishing, erecting, maintaining, and removing work zone public information signs. The signs shall be erected as shown on the plans and according to Article 702.05(a) of the Standard Specifications.

Camera-ready artwork for the signs will be provided to sign manufacturing companies upon request by contacting the Central Bureau of Operations at 217-782-2076. The sign number is W21-1116-6048.

Freeways/Expressways. These signs are required on freeways and expressways. The signs shall be erected as shown on Highway Standard 701400 and according to Article 702.05(a) of the Standard Specifications.

All Other Routes. These signs shall be used on other routes when specified on the plans. They shall be erected in pairs midway between the first and second warning signs.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the Standard.

WORK ZONE SPEED LIMIT SIGNS (BDE)

Effective: April 2, 2004

Revised: April 15, 2004, January 1, 2006

Delete Article 702.05(c).

Revise Article 702.05(d) to read:

“(d) Work Zone Speed Limit Signs. Work zone speed limit sign assemblies shall be provided and located as shown on the plans. Two additional assemblies shall be placed 150 m (500 ft) beyond the last entrance ramp for each interchange or sideroad. The individual signs that make up an assembly may be combined on a single panel. The sheeting for the signs shall be reflective and conform to the requirements of Article 1084.02.

All permanent “SPEED LIMIT” signs located within the work zone shall be removed or covered. This work shall be coordinated with the lane closure(s) by promptly establishing a reduced posted speed zone when the lane closure(s) are put into effect and promptly reinstating the posted speed zone when the lane closure(s) are removed.

The work zone speed limit signs and end work zone speed limit signs shown in advance of and at the end of the lane closure(s) shall be used for the entire duration of the closure(s).

The work zone speed limit signs shown within the lane closure(s) shall only be used when workers are present in the closed lane adjacent to traffic; at all other times, the signs shall be promptly removed or covered. The sign assemblies shown within the lane closure(s) will not be required when the worker(s) are located behind a concrete barrier wall.

WORK ZONE TRAFFIC CONTROL (BDE)

Effective: April 2, 2004
2005

Revised: January 2 November 1,

Revise Article 701.07(a) to read:

“(a) Not Measured. Traffic control and protection required under Standards 701001, 701006, 701011, 701101, 701106, 701301, 701311, 701400, and 701426 will not be measured for payment.”

Revise the first paragraph of Article 701.07(b) to read:

“(b) Standards 701401, 701422, and 701446 will be measured for payment on an each basis only when the traffic control and protection applies to isolated stationary work areas and does not involve or is not a part of other protected areas.”

Revise the Article 701.07(c) to read:

“(c) Measured As Lump Sum. Traffic control and protection required under Standards 701201, 701206, 701306, 701326, 701336, 701400, 701406, 701421, 701501, 701502, 701601, 701602, 701606, 701701 and 701801 will be measured for payment on a lump sum basis. Traffic control protection required under Standards 701401, 701422, and 701446 will be measured for payment on a lump sum basis, except as specified under Article 701.07(b). Where the Contractor's operations result in daily changing, or two or more work areas each of which requires traffic control according to one of the above Standards, each work area installation will not be paid for separately, but shall be included in the lump sum price for the type of protection furnished.”

Revise the first paragraph of Article 701.08(a) to read:

“(a) Traffic control and protection will be paid for at the contract unit price each for TRAFFIC CONTROL AND PROTECTION STANDARD 701316; TRAFFIC CONTROL AND PROTECTION STANDARD 701321; TRAFFIC CONTROL AND PROTECTION STANDARD 701331; TRAFFIC CONTROL AND PROTECTION STANDARD 701401; TRAFFIC CONTROL AND PROTECTION STANDARD 701402; TRAFFIC CONTROL AND PROTECTION STANDARD 701411; TRAFFIC CONTROL AND PROTECTION STANDARD 701416; TRAFFIC CONTROL AND PROTECTION STANDARD 701422; TRAFFIC CONTROL AND PROTECTION STANDARD 701423; TRAFFIC CONTROL AND PROTECTION STANDARD 701431; or TRAFFIC CONTROL AND PROTECTION STANDARD 701446 at the location specified.”

Revise the first paragraph of Article 701.08(b) to read:

“(b) Traffic control and protection indicated in Article 701.07(c) will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701201; TRAFFIC CONTROL AND PROTECTION STANDARD 701206; TRAFFIC CONTROL AND PROTECTION STANDARD 701306; TRAFFIC CONTROL AND PROTECTION STANDARD 701326; TRAFFIC CONTROL AND PROTECTION STANDARD 701336; TRAFFIC CONTROL AND PROTECTION STANDARD 701400; TRAFFIC CONTROL AND PROTECTION STANDARD 701401; TRAFFIC CONTROL AND PROTECTION STANDARD 701406; TRAFFIC CONTROL AND PROTECTION STANDARD 701421; TRAFFIC CONTROL AND PROTECTION STANDARD 701422; TRAFFIC CONTROL AND PROTECTION STANDARD 701446; TRAFFIC CONTROL AND PROTECTION STANDARD 701501; TRAFFIC CONTROL AND PROTECTION STANDARD 701502; TRAFFIC CONTROL AND PROTECTION STANDARD 701601; TRAFFIC CONTROL AND PROTECTION STANDARD 701602, TRAFFIC CONTROL AND PROTECTION STANDARD 701606; TRAFFIC CONTROL AND PROTECTION STANDARD 701701; or TRAFFIC CONTROL AND PROTECTION STANDARD 701801.”

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: April 2, 2004, November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

“All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 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, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either 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. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer’s self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device.”

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

“Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes.”

Add the following to Article 702.03 of the Standard Specifications:

“(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic.”

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

“When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. “ROAD CONSTRUCTION AHEAD” signs will also be required on side roads located within the limits of the mainline “ROAD CONSTRUCTION AHEAD” signs.”

Delete all references to “Type 1A barricades” and “wing barricades” throughout Section 702 of the Standard Specifications.

CABINET MODEL 334

Description. Work under this item shall consist of furnishing and installing a Model 334 cabinet for field equipment including fiber optic communications, ramp meter and system detector stations, and dynamic message signs as shown on the Plans and as hereinafter provided.

Materials.

General. Cabinet, Model 334 shall be a durable, weatherproof enclosure, constructed of 3/16-inch thick aluminum or 1/8-inch thick aluminum lined with bullet resistant fiberglass panels that shall be UL Listed and tested for UL752 Level 3 with a nominal thickness of ½-inch maximum, and a nominal weight of 5.0 pounds per square foot maximum. The cabinet shall have nominal outside dimensions of 66 inches high X 24 inches wide X 30 inches deep. Cabinet, Model 334 shall consist of the following components: double door each equipped with a lock for front and rear cabinet entry, housing, mounting cage, power distribution assembly, service panel, thermostatically controlled fan, and all necessary mounting hardware and wiring, and other equipment, as shown on the Plans and specified in these special provisions.

All bolts, nuts, washers, screws, hinges, and hinge pins that are subject to corrosion shall be stainless steel unless otherwise specified. All equipment under this item shall be in accordance with Section 1074.03 of the Standard Specifications except as modified herein.

Cabinet Components. The housing and the mounting cage assembly shall conform to those of the Model 334 cabinet provisions of the "Traffic Signal Control Equipment Specifications" (TSCES) issued by the State of California, Department of Transportation, and to all addenda thereto current at the time of project advertising. The housing shall be rainproof with the top of the enclosure crowned to prevent standing water. All exterior seams for the enclosure and doors shall be continuously welded and shall be smooth. The housing shall have no provisions for a police panel or door.

The cabinet shall have single front and rear doors, each equipped with a lock. The enclosure door frames shall be double flanged out on all 4 sides and shall have strikers to hold tension on and form a firm seal between the door gasketing and the frame. The front and rear doors shall

be provided with catches to hold the door open at both 90 and 180 +/- 10 degrees. Gasketing shall be provided on all door openings and shall be dust-tight. For horizontal support and bolt attachment, cage bottom support mounting angles shall be provided on either side, level with the bottom edge of the door.

The latching handles on the doors shall have provisions for padlocking in the closed position. When the door is closed and latched, the door shall be locked. The locks and handles shall be on the right side of the front door and the left side of the rear door. The lock and lock support shall be rigidly mounted to the door. The locks shall be Corbin #2 and two keys shall be supplied to the Department with each lock. The keys shall be removable in the locked position only.

The front and rear doors shall be provided with louvered vents. A removable and reusable air filter shall be housed behind the door vents. The filter filtration area shall cover the vent opening area, and the filter shell shall be provided that fits over the filter providing mechanical support for the filter. The shell shall be louvered to direct the incoming air downward.

The intake (including filter with shell) and exhaust areas shall pass a minimum of 60 cubic feet of air per minute for housing #1 and 26 cubic feet of air per minute for housing #2. The thermostatically controlled fan with ball or roller bearings shall be mounted within the housing and vented. The fan shall provide a capacity of at least 150 cubic feet of free air delivery per minute of ventilation. The fan shall be thermostatically controlled and activated when the temperature inside the cabinet exceeds 75 degrees Fahrenheit and shut off when the temperature is less than 64 degrees Fahrenheit. In addition, the fan shall be manually adjustable for automatic turn on and off. The fan circuit shall be protected at 125% of the fan motor ampacity.

The housing shall also be equipped with a heating element installed in the bottom front of the cabinet and mounted along the side of the rack. The heating element shall draw 500 watts and have an output of at least 1700 BTU/hr. The heater shall have a built-in quick response thermostat with sealed contacts that has a temperature control range of 40°F to 100°F, and have a built-in thermal cut-off to automatically shut-off the heater in the event of overheating.

All subassemblies shall be mounted in removable 19 inch EIA self-standing rack assemblies. The EIA rack portion of the cage shall consist of 2 pairs of continuous, adjustable equipment mounting angles that comply with Standard EIA RS-310-B. The cage shall be centered within the cabinet and bolted to the cabinet at 4 points.

The DMS controller cabinet shall be equipped with 2 shelves. One shelf shall be fixed and the other shall be a slideout shelf suitable for resting a laptop computer on.

All other cabinets shall be equipped with 2 shelves. Shelves shall be the full width of the rack and 12 inches deep. The shelves shall be designed to support a minimum of 50 pounds.

The power distribution assemblies for the DMS controller shall have as a minimum: one 50 A, 2-pole, 240 V main circuit breaker; five 15 A, 1-pole, 120 V secondary circuit breakers; eight standard 117 VAC controller and equipment receptacles; and one duplex, 3 prong, NEMA GFI type 5-15R grounded outlet.

The power distribution assemblies for all other cabinets shall be as shown on Plans and shall consist of input files that are common to both 332 and 336 type cabinets and provides 9 AC outputs and up to 28 isolated inputs. The power distribution assembly shall consist of the following: one 30 A, 120 V main circuit breaker; three 15 A, 120 V single pole secondary circuit breakers; eight standard 117 VAC controller and equipment receptacles; and one duplex, 3 prong, NEMA GFI Type 5-15R grounded utility type outlet.

Rating of breakers shall be shown on face of breaker or handle. Breaker function shall also be labeled below breakers on front panel. The first equipment receptacle in the circuit shall have ground-fault circuit interruption as defined in the NEC. Circuit interruption shall occur on 6 mA of ground-fault current. All conductors from the power distribution assembly routed to the cabinet wiring shall be connected to the terminal block on the common side, except for the AC power conductor between the service terminal block and main circuit breaker. All internal conductors terminating at the blocks shall be connected to the other side of the blocks.

Two side panels shall be provided and mounted on the cabinet sidewalls. In viewing from the front door, the left side panel shall be designated as the "Input/Communications" and the right side panel shall be designated as the "Service Panel". The panel shall be drilled and tapped, as necessary, to mount the terminal blocks and other attachments described herein, as well as to mount the panel to the cabinet wall.

The terminal blocks shall be barrier type rated at 20 A, 600 V RMS minimum. The terminal screws shall be nickel-plated brass binder head type with screw inserts of same material. The terminals of the power line service terminal block shall be labeled "AC+", "AC-", and "AC GND", and shall be covered with a clear insulating material to prevent inadvertent contact. Terminating lugs large enough to accommodate the incoming service conductors shall be furnished for the service terminal block. The service terminal block shall be rated for 100 A at 600 V peak, minimum.

Surge suppression for DMS controller cabinets shall be provided by a two stage system using metal oxide varistors (MOV) and spark gap arrestors. The clamping voltage of the system shall be 280 V on 240 V lines for the first stage and 320 V on 240 V lines for the second stage.

The power distribution assembly for all other cabinets shall protect the equipment powered by the assembly from power transients. Over voltage protection shall be provided for the power distribution assembly and shall contain, as a minimum, a surge arrestor, which shall reduce the effect of power line voltage transients and be mounted to the service panel. The arrestor shall have the following minimum features:

Recurrent Peak Voltage:	184 V
Energy Rating (Minimum):	50 J
Power Dissipation, Average:	0.85 W
Peak Current for pulses less than 7 microseconds:	1250 A
Stand-by Current for 60 Hz Sinusoidal:	1 mA or less

Each cabinet shall be equipped with two fluorescent lighting fixtures mounted to the inside top front portion of the cabinet. The fixtures shall have an F-15-T-8 cool white lamp; operated from

a normal power factor, UL listed cold weather ballast. A door-activated switch shall be installed to turn the cabinet lights on when the front door or rear door is opened. The door switches shall be on a separate circuit by themselves and used only to turn on the cabinet lights.

Each cabinet shall be supplied with a heavy-duty plastic envelope to store plans, wiring diagrams, schematics, etc. This envelope shall have metal grommets so that it hangs from the door hooks. The envelope shall have minimum dimensions of 10 inches x 15 inches.

Foundations shall conform to those shown on Detail sheet "Cabinet Model 334 Details" of the Plans. The foundation is paid for separately.

Identification. The Cabinet, Model 334 shall be identified and labeled with external markings as specified in Article 1069.02 of the Standard Specifications and as shown on the Plans.

CONSTRUCTION REQUIREMENTS

The Contractor shall deliver the Cabinet Model 334 mounted on a ply board-shipping pallet that is bolted to the cabinet base. The cabinet shall be enclosed in a slipcover cardboard packaging shell. The housing doors shall be blocked to prevent movement during transportation to the site.

The Contractor shall securely fasten the Cabinet Model 334 on the new concrete foundation at the locations shown on the Plans. The Contractor shall confirm the orientation of the Cabinet Model 334 installation and its front door side with the Engineer prior to installation. Stainless steel bolted connections shall be provided with lock-washers, locking nuts, or other approved means to prevent the connection nuts from backing off. Dissimilar materials shall be isolated from one another by stainless steel fittings.

The Contractor shall make all power connections to the cabinet in accordance with the Plans and as required. The neutral bus shall be isolated from the cabinet and equipment ground. It shall terminate at the neutral lug ultimately attached to the meter pedestal. All conductors used in cabinet wiring shall terminate with properly sized non-insulated (if used, for DC logic only) or clear insulated spring-spade type terminals except when soldered to a through-panel solder lug on the rear side of the terminal block or as specified otherwise. All conductors, except those, which can be readily traced, shall be labeled. Labels attached to each end of the conductor shall identify the destination of the other end of the conductor. Cabling shall be routed to prevent conductors from being in contact with metal edges. Cabling shall be arranged so that any removable assembly may be removed without disturbing conductors not associated with that assembly.

All equipment in the cabinet, when required, shall be clearly and permanently labeled using marker strips. The marker strips shall be made of material that can be easily and legibly written on using a pencil or ballpoint pen. Marker strips shall be located immediately below the item that they are to identify and must be clearly visible with the items installed.

DMS controller cabinets shall meet the requirements of these specifications and of the DMS manufacturer. The requirements listed in this specification are minimum construction guidelines and shall be adjusted as required to meet the selected sign manufacturer requirements. No

additional compensation shall be provided to meet these requirements. These cabinets shall only be ordered after the DMS manufacturer has been selected and has approved the cabinet shop drawings.

Tests. Cabinet Acceptance Test - In addition to the environmental and design approval tests specified in the FHWA Type 170 Traffic Signal Control System Hardware Specification, the following water spray test shall be performed for each type of cabinet:

Spray water from a point directly overhead at an angle of 60 degrees from the vertical axis of the cabinet. Repeat for each of eight equally spaced positions around the cabinet for a period of five minutes in each position. The water shall be sprayed using a domestic type-sprinkling nozzle at a rate of not less than 10 gal/min per minute per square foot of surface area. The cabinet shall then be inspected for leakage. Evidence of water leakage shall be cause for rejection.

Operational Standalone Test - The operational standalone test for each Cabinet, Model 334 installed shall consist of the following:

Visual inspection of the cabinet and its contents for workmanship
Verification of the cabinet grounding in accordance with Article 1074.03(a)(4) of the Standard Specifications
Measurement of the voltage at the input panel

Documentation. Shop drawings and wiring lists showing the proposed layout of each type of cabinet shall be submitted to the Engineer for approval prior to the start of fabrication. Wiring lists for the internal manufacturer cut sheets for all electrical equipment included in each type of cabinet shall be included in the submission.

Four copies of drawings showing the wiring for each cabinet shall be provided. One copy shall be placed in the clear plastic envelope furnished as part of the cabinet. The other three copies shall be delivered to the Engineer.

For each cabinet, four copies of a configuration of the equipment reporting to that cabinet shall be provided. The sheet shall also list field settable options for the equipment contained in the cabinet. This shall include device addresses and output voltage settings for power supplies. One of these copies shall be placed in the clear plastic envelope furnished as part of the cabinet. The other three copies shall be delivered to the Engineer.

Warranty. The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. The warranty shall warrant and guarantee repair of the component parts of the Cabinet Model 334 furnished by the Contractor that prove to be defective in workmanship and materials during the first two years of operation as defined and noted above at no additional cost to the Department.

The Engineer will notify the Contractor that a warranted item needs repair. The Contractor shall acknowledge the notification within 24 hours and replace or correct any part or parts of materials and equipment that are found defective within the two-year in-service warranty period. All items needing repair shall be returned to the Department in two weeks from the date of receipt at the Contractor's facility or replaced in-kind by the Contractor, and the Contractor shall be responsible for any return shipping costs. No compensation will be made to the Contractor for such replacements or corrections.

The Contractor shall provide a warranty certificate for this item and its related components to the Department. The Department reserves the right to transfer this service to other parties who may be Contracted with in order to provide overall maintenance of this item.

Basis of Payment. CABINET, MODEL 334 and CABINET, MODEL 334, DYNAMIC MESSAGE SIGN; measured as provided above, will be paid for at the Contract unit price each, which price shall be payment in full for furnishing and installing the cabinet and all connections; testing, and for all labor, tools, equipment, transportation, and incidentals necessary to complete this item of work.

CABINET, MODEL 334 EQUIPMENT, DYNAMIC MESSAGE SIGN

Description. This specification shall govern the furnishing and installation of dynamic message sign (DMS) control systems in designated field locations and associated equipment cabinets as shown in the plans and as detailed in this specification.

Materials.

The DMS control system shall consist of the following major items:

- (a) 2070 Lite Sign Controller

The controller shall be as described in and paid for under specification section: LED DYNAMIC MESSAGE SIGN FULL MATRIX CONFIGURATION.

- (b) Cabinet

The cabinet shall be as described in specification section: CABINET, MODEL 334. The cabinet shall be paid for under pay item: CABINET, MODEL 334, DYNAMIC MESSAGE SIGN.

- (c) Multi-drop Modem

Modem shall only be furnished with cabinets and DMS-02 and DMS-30. The modem shall be suitable for temporary communication over leased lines until these signs are transferred to the fiber optic communication lines. Modem shall match the communications characteristics of the modems at the Traffic Systems Center office, and have an operating temperature range -37 to +74° C. Example modems are Models 419SA and 496SA.

(d) Fiber Optic Data Transceiver

The fiber optic data transceiver (FODT) shall provide the interface between the sign controller and the fiber optic communication network. The FODT shall be an ethernet switch meeting the requirements of the port server as described in CABINET, MODEL 334 EQUIPMENT, DMS/SYSTEM DETECTOR. The serial interface functionally described in the referenced section shall only be required if the sign controller does not have built in RJ-45 10 BaseT capability.

(e) System Interface Boards

Interface boards shall be as required by the DMS manufacturer to communicate between the sign and sign controller.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall prepare a shop drawing which details the complete DMS control cabinet assembly and all components to be supplied. The submittal shall fully document the interconnection of all of the components and the cabling. Detailed drawings shall also be provided indicating the proposed layout of the cabinet.

One copy of all operations and maintenance manuals for each DMS control cabinet assembly's components shall be delivered for each assembly installed.

The operations training and warranty for the DMS control cabinet must be the same as those provided for the DMS sign.

All equipment furnished under this pay item must be approved as being compatible with the DMS by the DMS manufacturer prior to procurement of the equipment.

Installation. All equipment, terminal blocks, connectors, wires, and connections necessary to complete the installation and make the control system operational shall be considered incidental to this pay item.

Testing. The Engineer reserves the right to inspect and/or factory test any completed assemblies, prior to delivery of the material to the project site. The purpose of the test is to verify that all aspects of the DMS control cabinet are fully compliant with the specifications. Any deviations from these specifications that are identified during such testing shall be corrected prior to shipment of the assembly to the project site.

The Operational Standalone test shall also verify that all functions of the system are fully operational. A test procedure shall be supplied for approval by the Engineer a minimum of one week prior to the scheduled start of this test.

Method of Measurement. The CABINET, MODEL 334 EQUIPMENT, DYNAMIC MESSAGE SIGN bid item will be measured for payment by the actual number of CABINET, MODEL 334 EQUIPMENT, DYNAMIC MESSAGE SIGN assemblies furnished, installed, activated, tested, and accepted, and shall be counted, each.

Basis of Payment. Payment will be made at the Contract unit price for each CABINET, MODEL334 EQUIPMENT, DYNAMIC MESSAGE SIGN assembly which shall be payment in full for the material and work described herein.

CONCRETE FOUNDATION, TYPE 1

Description. Concrete foundations shall be constructed to support ITS equipment cabinets (Type 1 foundations) at locations as indicated on the Plans. This work shall include installing any necessary hardware (entering conduits, bolts, anchor rods, grounding, etc.) as shown on the Plans. This work shall also include any topsoil, fertilizing, seeding, and mulching of the distributed areas in accordance with Sections 211, 250, and 251 of the Standard Specifications.

Materials. Type 1 concrete foundations shall be according to materials defined in Article 836.02 of Section 836 of the Standard Specifications. All anchor bolts shall be in accordance with Section 1006.09 of the Standard Specifications except that all anchor bolts shall be hot dipped galvanized the full length of the anchor bolt including the hooks. Anchor bolts shall provide bolt spacing as shown in the Plans and as required by the cabinet manufacturer.

The Type 1 concrete foundations shall also be fabricated in accordance with Section 1070 of the Standard Specifications. These concrete foundations shall be fabricated from material new and unused in any previous application. The manufacturer shall provide a Certificate of Compliance that the materials are new and meet the specified requirements in accordance with the Standard Specifications and as shown on the Plans.

CONSTRUCTION REQUIREMENTS

The Engineer will determine the final placement of the Type 1 concrete foundations. Type 1 concrete foundation dimensions shall be in accordance with those dimensions shown in the Plans on the detail sheet "Concrete Foundation, Type 1 (Model 334 Cabinet) Detail". The foundation shall be located as required in order to avoid existing and relocated utilities. The top of the foundation shall be finished level. Shimming of the appurtenance to be attached will not be permitted.

Prior to pouring the foundation, the Contractor shall check the Plans for the specific number, size, and direction of conduit entrances required at the given location. All conduits in the foundation shall be installed rigidly in place before concrete is deposited in the form. Bushings shall be provided at the ends of the conduit. Anchor rods and ground rod shall be set in place before the concrete is deposited by means of a template constructed to space the anchor rods according to the pattern of the bolt holes in the base of the appurtenance to be attached. The appurtenance shall not be erected on the foundation until the bases have cured for at least (7) days. The Concrete shall cure according to Article 1020.13 of the Standard Specifications.

Method of Measurement. Concrete foundations shall be measured for payment in feet of the concrete foundation in-place installed in accordance with the total length of concrete foundation required for Type 1 foundations as indicated on the Plans and as directed by the Engineer. Extra foundation depth, beyond the directive of the Engineer, will not be measured for payment.

Basis of Payment. Payment will be paid for at the Contract unit price each of CONCRETE FOUNDATION, TYPE 1. The price shall include payment in full for all necessary excavation, backfilling, disposal of unsuitable material, form work, furnishing, installing, and testing all materials (entering conduits, bolts, anchor rods, grounding, etc.) within the limits of the foundation. Any topsoil, fertilizing, seeding, and mulching of the distributed areas as well as all associated labor is to be included in this Contract unit price.

ELECTRIC SERVICE INSTALLATION

Description. This item shall consist of all material and labor required to extend, connect or modify the electric services, as herein specified, as shown on the Plans, and as directed by the Engineer, which is over and above the work performed by the utility.

Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. ELECTRIC SERVICE INSTALLATION may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be according to the following Articles of Section 1000 – Materials

<u>Item</u>	<u>Article/Section</u>
(a) Electric Service Installation –Lighting	1086.01
(b) Electric Service Installation - Traffic Signal.....	1086.02

CONSTRUCTION

General. This work shall be done according to Section 804 of the Standard Specifications.

The Contractor shall provide a pole mounted electric service box or meter pedestal cabinet as required for 120 volt and 120/240 volt services as shown on the Plans and as directed by the Engineer. The electric service box and meter pedestal cabinet shall be included in this pay item.

All excavation, site preparation, formwork, concrete, steel reinforcement, conduit sleeves, grounding, subgrade materials, backfill, and grading work required to install the meter pedestal cabinet pad shall be included in this pay item.

Temporary installation of electric utility meter on wood pole in locations serving dynamic message signs as shown on the plans shall be included in this pay item.

Method of Measurement. Electric Service Installation shall be counted, each.

Basis of Payment. This work will be paid for at the Contract unit price each for ELECTRIC SERVICE INSTALLATION of the amperage and voltage specified which shall be payment in full for the work specified herein.

TEMPORARY DITCH CHECKS

This Special Provision revises Section 280 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Aggregate Ditch Checks and Hay or Straw Bales for Temporary Ditch Checks.

Delete Paragraphs 2 and 3 of Article 280.04(a) Temporary Ditch Checks.

Add to Article 280.04 (a), Temporary Ditch Checks: Temporary Ditch Checks shall be at least 3.66 meters (12 feet) or longer in length.

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: June 1, 2004 July 1, 2004

Description. At the bidder's option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form shall make this contract exempt of steel cost adjustments.

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

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

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

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

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in kg (lb), shipped from the mill to the fabricator.
- (c) The quantity of steel, in kg (lb), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

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

$$SCA = Q \times D$$

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

$$D = CBP_M - CBP_L$$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per kg (lb).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per kg (lb).

The unit masses (weights) 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 CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

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

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the steel items 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.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 305 mm (12 in.), 3.80 mm (0.179 in.) wall thickness	34 kg/m (23 lb/ft)
Furnishing Metal Pile Shells 305 mm (12 in.), 6.35 mm (0.250 in.) wall thickness	48 kg/m (32 lb/ft)
Furnishing Metal Pile Shells 356 mm (14 in.), 6.35 mm (0.250 in.) wall thickness	55 kg/m (37 lb/ft)
Other piling	See plans
Structural Steel	See plans for weights
Reinforcing Steel	See plans for weights
Dowel Bars and Tie Bars	3 kg (6 lb) each
Mesh Reinforcement	310 kg/sq m (63 lb/100 sq ft)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	30 kg/m (20 lb/ft)
Steel Plate Beam Guardrail, Type B w/steel posts	45 kg/m (30 lb/ft)
Steel Plate Beam Guardrail, Types A and B w/wood posts	12 kg/m (8 lb/ft)
Steel Plate Beam Guardrail, Type 2	140 kg (305 lb) each
Steel Plate Beam Guardrail, Type 6	570 kg (1260 lb) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	330 kg (730 lb) each
Traffic Barrier Terminal, Type 1 Special (Flared)	185 kg (410 lb) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	16 kg/m (11 lb/ft)
Light Pole, Tenon Mount and Twin Mount, 9 m – 12 m (30 - 40 ft)	21 kg/m (14 lb/ft)
Light Pole, Tenon Mount and Twin Mount, 13.5 m – 16.5 m (45 - 55 ft)	31 kg/m (21 lb/ft)
Light Pole w/Mast Arm, 9 m – 15.2 m (30 - 50 ft)	19 kg/m (13 lb/ft)
Light Pole w/Mast Arm, 16.5 m – 18 m (55 - 60 ft)	28 kg/m (19 lb/ft)
Light Tower w/Luminaire Mount, 24 m – 33.5 m (80 - 110 ft)	46 kg/m (31 lb/ft)
Light Tower w/Luminaire Mount, 36.5 m – 42.5 m (120 - 140 ft)	97 kg/m (65 lb/ft)
Light Tower w/Luminaire Mount, 45.5 m – 48.5 m (150 - 160 ft)	119 kg/m (80 lb/ft)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	95 kg/m (64 lb/ft)
Steel Railing, Type S-1	58 kg/m (39 lb/ft)
Steel Railing, Type T-1	79 kg/m (53 lb/ft)
Steel Bridge Rail	77 kg/m (52 lb/ft)
Prestressing Steel and Reinforcement in Precast Items	
I-Beam	
914 mm and 1067 mm (36 in. and 42 in.)	31 kg/m (21 lb/ft)
1219 mm and 1372 mm (48 in. and 54 in.)	45 kg/m (30 lb/ft)
Bulb-T	58 kg/m (39 lb/ft)
Deck Beam	
279 mm and 432 mm (17 in. and 21 in.)	20 kg/sq m (4 lb/sq ft)
533 mm and 686 mm (27 in. and 33 in.)	30 kg/sq m (6 lb/sq ft)
Box Culvert Reinforcement	
900 mm (3 ft) Span	37 kg/m (25 lb/ft)
1200 mm (4 ft) Span	52 kg/m (35 lb/ft)
1500 mm (5 ft) Span	67 kg/m (45 lb/ft)
1800 mm (6 ft) Span	89 kg/m (60 lb/ft)
2100 mm (7 ft) Span	112 kg/m (75 lb/ft)
2400 mm (8 ft) Span	134 kg/m (90 lb/ft)
2700 mm (9 ft) Span	164 kg/m (110 lb/ft)
3000 mm (10 ft) Span	186 kg/m (125 lb/ft)
3300 mm (11 ft) Span	216 kg/m (145 lb/ft)
3600 mm (12 ft) Span	253 kg/m (170 lb/ft)
Concrete Pipe	Assume weight of steel is 2.0 % of the weight of concrete pipe
Frames and Grates	
Frame	115 kg (250 lb)
Lids and Grates	70 kg (150 lb)

RETURN WITH BID

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this form with his/her bid. Failure to submit the form shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans?

Yes No

Signature: _____ **Date:** _____

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.