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Letting June 14, 2024

Notice to Bidders, Specifications and Proposal



**Contract No. 62W18
COOK County
Section 23 VAR TROMBONE
Various Routes
Project NHPP-STP-XKVR(554)
District 1 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 14, 2024 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62W18
COOK County
Section 23 VAR TROMBONE
Project NHPP-STP-XKVR(554)
Various Routes
District 1 Construction Funds**

Trombone Mast Arm replacement and APS push button installation at various locations in District 1.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Various Routes, Project NHPP-STP-XKVR(554), Section 23 Var Trombone, Cook County, Contract No. 62W18 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Various Routes
Project NHPP-STP-XKVR(554)
Section 23 Var Trombone
Cook County
Contract No. 62W18

LOCATION OF PROJECT

This project is located at:

HICKS RD AT CUNNINGHAM DR	COOK	PALATINE
IL RTE 58 (GOLF RD) AT GOEBBERT RD	COOK	ARLINGTON HEIGHTS
BALLARD RD AT DEE RD / KENNEDY DR	COOK	DES PLAINES
BALLARD RD AT GREENWOOD AVE	COOK	NILES

DESCRIPTION OF PROJECT

This work includes trombone mast arm and pole replacement, installation of LED signal heads, traffic signal posts, installation of accessible pedestrian signals, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

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

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

STATUS OF UTILITIES (D1)

Effective: June 1, 2016

Revised: January 1, 2020

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

UTILITIES TO BE ADJUSTED

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

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

No conflicts to be resolved *(or if there are conflicts they are to be listed as noted above)*

Pre-Stage: _____ Days Total Installation
 Stage 1: _____ Days Total Installation
 Stage 2: _____ Days Total Installation

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

UTILITIES TO BE WATCHED AND PROTECTED

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

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

No facilities requiring extra consideration *(or listed as noted above)*

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

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

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

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

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

ENGINEER’S FIELD OFFICE TYPE A (D1)

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

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

Add the following to Article 670.07 Basis of Payment.

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

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS:

701001, 701006, 701101, 701106, 701501, 701606, 701701, 701801, 701901

DETAILS:

Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)
Arterial Road Information Sign (TC-22)

SPECIAL PROVISIONS:

Maintenance of Roadways (D1)
Public Convenience and Safety (D1)
Temporary Information Signing
Keeping Arterial Roadways Open to Traffic (Lane Closures Only)
Short Term and Temporary Pavement Markings (BDE)
Vehicle and Equipment Warning Lights (BDE)
Work Zone Traffic Control Devices (BDE)

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

Description.

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

Materials.

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

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

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

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

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

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

Method of Measurement.

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

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

Basis Of Payment.

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

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY)

Effective: January 22, 2003

Revised: August 10, 2017

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

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

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

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

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

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

One lane or ramp blocked = \$ 1,000

Two lanes blocked = \$ 2,500

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

MAST ARM SIGN PANELS

Effective: May 22, 2002

Revised: July 1, 2015

720.01TS

Add the following to Article 720.02 of the Standard Specifications:

Sign stiffening channel systems shall be aluminum and meet the requirements of ASTM 6261-T5. Sign mounting banding, buckles and buckle straps shall be manufactured from AISI 201 stainless steel.

TRAFFIC SIGNAL GENERAL REQUIREMENTS

Effective: May 22, 2002

Revised: March 1, 2024

800.01TS

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

All material furnished shall be new unless otherwise noted herein. Traffic signal construction and maintenance work shall be performed by personnel holding current International Municipal Signal Association (IMSA)/Illinois Public Service Institute (IPSI) Traffic Signal Technician Level II certification. A copy of the certification shall be immediately available upon request of the Engineer. The work to be done under the Contract consists of furnishing, installing, and maintaining all traffic signal work and items as specified in the plans and as specified herein in a manner acceptable and approved by the Engineer.

Definitions of Terms.

Add the following to Section 101 of the Standard Specifications:

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

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

- (1) Be full service with on-site facilities to assemble, test and troubleshoot traffic signal controllers and cabinet assemblies.
- (2) Maintain an inventory of IDOT District One approved controllers and cabinets.

- (3) Be staffed with permanent sales and technical personnel able to provide traffic signal controller and cabinet expertise and support.
- (4) Have technical staff that hold current IMSA/IPSI Traffic Signal Technician Level III certification and shall attend traffic signal turn-ons as well as cabinet and/or controller modifications.

Submittals.

Revise Article 801.05 of the Standard Specifications to read:

“All material approval requests shall be submitted electronically following District guidelines unless directed otherwise by the Engineer. Submittal requirements shall include, but not limited to the following:

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

- (7) Certain non-standard mast arm poles and special structural elements will require additional review from IDOT's Central Office. Examples include ornamental/decorative, non-standard length mast arm pole assemblies and monotube structures.
- (8) The Contract number or Permit number, project location/limits, and corresponding pay code number must be on each sheet of correspondence, material approval, and mast arm poles and assemblies drawings.
- (9) Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections and/or tests of material shall be complete with all test data, dates, and times.
- (10) After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with Contract and specification requirements.
- (11) The Contractor shall secure approved materials in a timely manner to assure construction schedules are not delayed.
- (12) All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify Contract compliance at no additional cost to the Contract.
- (13) Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- (14) The Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of Contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

- (15) Revised cabinet wiring diagrams shall be submitted whenever any wiring modifications are made to the traffic signal cabinet.”

Marking Proposed Locations.

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

Add the following to Article 801.09 of the Standard Specifications:

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

Inspection of Electrical Systems.

Add the following to Article 801.10 of the Standard Specifications:

- (c) All cabinets, including temporary traffic signal cabinets, shall be assembled by an approved Vendor in District One. The Department reserves the right to request any controller and cabinet to be tested at the Vendor's facility prior to field installation at no extra cost to the Contract.

Maintenance and Responsibility of Traffic Signal and Flashing Beacon Installations.

Replace Article 801.11(b) of the Standard Specifications to read:

- (b) Traffic Signals and Flashing Beacons. The Contractor shall be responsible for maintaining the traffic signal/flashing beacon installation in proper operating condition.

(1) General.

- a. The Contractor must notify the Area Traffic Signal Maintenance and Operations Engineer of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. The Department will attempt to fulfill the Contractor's inspection date request(s); however, workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested inspection date(s) cannot be scheduled by the Department.

- b. Full maintenance responsibility shall start upon the successful completion of a maintenance transfer inspection, or as directed by the Engineer. If the Contractor begins any physical work on the Contract or any portion thereof prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at the time of transfer at no cost to the owner of the traffic signal equipment. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection, otherwise the traffic signal installation will not be accepted.
- c. All traffic signals within the limits of the Contract or those which have the item "MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION," "TEMPORARY TRAFFIC SIGNAL INSTALLATION", "TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION", "TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION", and/or "MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION" shall become the full responsibility of the Contractor. Maintenance responsibility shall end upon issuance of final acceptance by the Engineer.
- d. The Contractor shall have electricians with IMSA/IPSI Traffic Signal Technician Level II certification on staff to provide signal maintenance. A copy of the certification shall be immediately available upon request by the Engineer.
- e. This item shall include maintenance of all traffic signal equipment and other connected and related equipment such as flashing beacons, emergency vehicle preemption (EVP) equipment, master controllers, network switches, uninterruptable power supply (UPS) and batteries, pan-tilt-zoom (PTZ) cameras, vehicle detection, handholes, lighted signs, telephone service installations, cellular modems, radios, communication cables, and other traffic signal equipment. All conduit and related equipment to adjacent intersections shall be maintained to the far back handhole, or as directed by the Engineer. If adjacent intersections are part of Contract work, then maintenance of all conduit and related equipment shall be included in this item.
- f. Regional transit, County, and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as network switches and transit signal priority (TSP, SCP, and BRT) servers, radios, and other devices, where maintenance shall be coordinated with the owner.

- g. Maintenance shall not include automatic traffic enforcement equipment such as red light enforcement cameras, detectors, or peripheral equipment. This equipment is operated and maintained by others and shall be deactivated while on Contractor maintenance.
- h. The energy charges for the operation of the traffic signal installation shall be paid for by the Contractor.

(2) Maintenance.

- a. The Contractor shall inspect all traffic signal equipment and appurtenances every two (2) weeks to ensure they are functioning properly. Signal heads shall be properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts, and controller pedestals shall be tight on their foundations and in alignment. Deficient equipment shall be repaired or replaced as necessary. The Contractor shall check signal system communications and phone lines to assure proper operation. This item includes, as routine maintenance, all portions of EVP equipment. The Contractor shall always maintain enough materials and equipment in stock to provide effective temporary and permanent repairs. The Contractor shall supply a detailed maintenance log monthly that includes dates, locations, names of electricians performing the required checks and inspections, and any other information requested by the Engineer. The Contractor shall attend any additional inspections as requested by the Engineer. The Contractor shall check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.
- b. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation which exceeds fifteen (15) minutes must have prior approval from the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 9:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.

- c. The Contractor shall provide immediate corrective action when any part(s) of the signal fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation in flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall install cones on all lane lines at the stop bar on each approach, R1-1 (36 in. minimum) "STOP" signs at the stop bar on each approach on the right side and on raised medians (where applicable), and black on fluorescent orange "SIGNALS OUT AHEAD" warning signs followed by fluorescent orange W3-1 symbolic stop ahead warning signs on all approaches to the intersection.
- d. Temporary replacement of a damaged or knocked down mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals is not permitted.
- e. The Contractor shall provide the Engineer with two (2) 24-hour telephone numbers for the maintenance of the traffic signal installation and for emergency calls by the Engineer.
- f. Traffic signal equipment which is lost, damaged, or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

- g. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals and other equipment noted herein. The Contractor shall respond to all emergency calls from the Department or others within one (1) hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new equipment meeting current District One traffic signal specifications. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional cost to the Contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition, or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the Department's Electrical Maintenance Contractor perform the maintenance work. The Contractor shall be responsible for all of the Department's Electrical Maintenance Contractor's costs and liquidated damages of \$1,000 per day per occurrence. The Department's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to inspect the traffic signal installation that has been transferred to the Contractor for maintenance. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection, otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed. The Department may inspect any signaling device on the Department's highway system at any time without notification. The Contractor shall not install padlocks on traffic signal cabinets or otherwise restrict the Department's access to the cabinet or controller.
- h. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- i. The Contractor shall be responsible to clear snow, ice, dirt, debris, vegetation, temporary fence, or other condition that obstructs visibility of any traffic signal display or access to traffic signal equipment.

- j. The Contractor shall maintain the traffic signal in normal operation during any loss of utility or battery backup power. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries. Temporary power shall not be paid for separately but shall be included in the Contract.

(3) Basis of Payment. This work will be paid for at the Contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, TEMPORARY TRAFFIC SIGNAL INSTALLATION, TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION, or TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION. Each location will be paid for separately. Maintenance of a flashing beacon shall be paid for at the Contract unit price for MAINTENANCE OF EXISTING FLASHING BEACON INSTALLATION. Each flashing beacon will be paid for separately.

Damage to Traffic Signal System.

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

“Any traffic signal control equipment that is damaged and non-repairable or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection. Repair or replace any equipment damaged within the time shown in the table below:

ITEM	RESPONSE TIME	SERVICE RESTORATION	PERMANENT REPAIR (calendar days)
Cabinet	1 hour	24 hours	21 days
Controllers and Peripheral Equipment	1 hour	4 hours	21 days
System Detector Loop	1 hour	N/A	7 days
All Other Detectors	1 hour	N/A	21 days
Signal Head and Lenses	1 hour	4 hours	7 days
Aviation Red Beacon	1 hour	4 hours	7 days
Mast Arm Assembly and Pole	1 hour	4 hours	7 days
Traffic Signal Post	1 hour	4 hours	7 days
Cable and Conduit	1 hour	4 hours	7 days
Interconnect and Telemetry	1 hour	4 hours	7 days
Graffiti Removal	N/A	N/A	7 days
Misalignment of Signal Heads	1 hour	4 hours	4 hours
Closed Loop Monitoring System	1 hour	24 hours	14 days
Post and Poles Plumb Vertically	N/A	N/A	21 days
Controller, Post & Pole Foundations	N/A	N/A	21 days
Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming	1 hour	4 hours	N/A
Patrol Truck Deficiencies	N/A	24 hours	24 hours
Signal Heads Visibility	1 day	2 days	14 days

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

Replacement of any equipment for any reason shall be reported to the Area Traffic Signal Maintenance and Operations Engineer in writing within 24 hours. Permanent and temporary replacement of the controller and/or cabinet shall require inspection and testing by the Vendor.

Automatic Traffic Enforcement equipment, such as red light enforcement cameras, detectors, and peripheral equipment, that is damaged or not operating properly from any cause, shall be the responsibility of the municipality or the automatic traffic enforcement company per Permit agreement.”

Traffic Signal Inspection (TURN-ON).

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

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

When the Contractor requests a turn-on and inspection of the completed traffic signal installation(s), the request must be made to the Area Traffic Signal Maintenance and Operations Engineer a minimum of seven (7) working days prior to the time of the requested inspection. The Department will attempt to fulfill the Contractor’s turn-on and inspection date request(s); however, workload and other conditions may prevent the Department from accommodating specific dates or times. The Contractor shall not be entitled to any other compensation if the requested turn-on and inspection date(s) cannot be scheduled by the Department. The Department will not grant a field inspection until written or electronic notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when emergency vehicle preemption (EVP) is included in the project. When the Contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, and/or TEMPORARY TRAFFIC SIGNAL TIMING, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

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

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

Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The signals shall continue to be maintained by the Contractor until final acceptance.

The Department requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. An electronic media device shall be submitted with separate folders corresponding to each numbered title below. The electronic media device shall be labeled with date, project location, company, and Contract or Permit number. Electronic record drawings and material approvals shall be submitted prior to traffic signal turn-on for review by the Department as described in the Record Drawings section herein.

Final Project Documentation:

- (1) Record Drawings. Electronically produced signal plans of record with field revisions marked in red. Two (2) hard copies of 11 in. x 17 in. record drawings shall also be provided.
- (2) Field Testing. Written notification from the Contractor and the Vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13).
- (3) Material Approvals. Material approval documentation.
- (4) Manuals. Operation and service manuals of the signal controller and associated control equipment.
- (5) Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies of 11 in. x 17 in. cabinet wiring diagrams shall be provided along with electronic PDF and DGN files of the cabinet wiring diagram. Five (5) hard copies of the cable logs and electronic Excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- (6) Warrantees and Guarantees. All manufacturer and Contractor warrantees and guarantees required by Article 801.14.
- (7) GPS Coordinates. GPS coordinates of traffic signal equipment as described in the Record Drawings section herein.

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

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

All punch list work shall be completed within two (2) weeks after the turn-on. The Contractor shall notify the Area Traffic Signal Maintenance and Operations Engineer to schedule an inspection of all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

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

Record Drawings.

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the second and third paragraphs of Article 801.16 of the Standard Specifications to read:

“When the work is complete, and seven (7) days before the request for a final inspection, electronic Contract drawings, stamped “RECORD DRAWINGS”, shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor’s supervising Engineer or electrician. The record drawings shall be submitted in PDF format. If the Contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

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

The Contractor shall provide two (2) 11 in. x 17 in. hard copies of electronically produced final record drawings to be kept inside each traffic signal cabinet within project limits.”

Add the following to Article 801.16 of the Standard Specifications:

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

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Railroad Bungalow
- UPS
- Handholes
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV/PTZ Camera installations

Datum to be used shall be North American 1983.

Data shall be provided in electronic format and shall be in .csv format. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- File shall be named: TSXXX_YY-MM-DD.csv (i.e. TS22157_24-01-01.csv)
- Each intersection shall have its own file
- Row 1 should have the location name (i.e. IL 31 @ Klausen)
- Row 2 is blank
- Row 3 is the headers for the columns
- Row 4 starts the data
- Column A (Date) – should be in the following format: MM/DD/YYYY
- Column B (Item) – as shown in the table below
- Column C (Description) – as shown in the table below
- Column D and E (GPS Data) – should be in decimal form

Examples:

Date	Item	Description	Latitude	Longitude
01/01/2024	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2024	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	-87.792571
01/01/2024	ES (Electrical Service)	Ground mount, Pole mount	41.765532	-87.543571
01/01/2024	CC (Controller Cabinet)		41.602248	-87.794053
01/01/2024	PTZ (PTZ)	NEQ extension pole	41.593434	-87.769876
01/01/2024	POST (Post)		41.651848	-87.762053
01/01/2024	MCC (Master Controller Cabinet)		41.584593	-87.793378
01/01/2024	COMC (Communication Cabinet)		41.584600	-87.793432
01/01/2024	BBS (Battery Backup System)		41.558532	-87.792571

Data collection can be made as construction progresses or can be collected after all items are installed. If the data is unacceptable, the Contractor shall make corrections to the data collection equipment and/or process and resubmit the data for review and approval as specified.

Data shall have a minimum 1 ft accuracy after post processing.”

Restoration of Work Area.

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

“801.17 Restoration of Work Area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, underground raceways, detector loop installation or replacement, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer.

Exposed holes created from removal or relocation of traffic signal equipment shall be sealed using a zinc-plated fender washer with toggle bolt.

Restoration of the work area shall be included in the Contract without any extra compensation allowed to the Contractor.

Removal, Disposal, and Salvage of Existing Traffic Signal Equipment.

The removal, disposal, and/or salvage of existing traffic signal equipment shall become the property of the Contractor and disposed of by the Contractor outside the State’s right-of-way, unless otherwise noted. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in the Contract.”

Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/un-energized signal sections, visors, and retroreflective backplates. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two (2) straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service. Pedestrian pushbuttons that are not in service shall be covered with a durable material such as described above or burlap that is secured in a weather-resistant manner. The entire housing, including the pedestrian sign, shall also be covered on the front side.

Turn-on of New Traffic Signal Installations.

The following only applies to new traffic signals at previously unsignalized locations.

The signal responsibility shall begin at the start of signal construction and shall end upon issuance of final acceptance by the Engineer. New traffic signal heads and indications may not be installed more than two (2) weeks (14 calendar days) prior to the scheduled turn-on of the traffic signal to avoid motorist confusion caused by the presence of new signal heads, even if properly covered. Unenergized signal indications shall be bagged until one (1) hour prior to the scheduled turn-on per the Bagging Signal Heads section above.

New stop bars and crosswalks on approaches that did not previously have stop control shall NOT be installed until the day of the traffic signal turn-on.

A Portable Changeable Message Sign (PCMS) must be placed two (2) weeks prior to the scheduled new traffic signal turn-on for all approaches to the intersection with the following messages:

NEW
TRAFFIC
SIGNAL

STARTING
MMM ##

where “MMM” and “##” are the 3-character month abbreviation and day of the scheduled turn-on, respectively.

On the day of the turn-on, change messages to read:

NEW
SIGNAL
AHEAD

BE
PREPARED
TO STOP

The PCMS must remain in place for two (2) weeks following the day of the turn-on.

Conflicting Stop signs shall be removed immediately at the time of the traffic signal turn-on.

Locating Underground Facilities.

Revise Section 803 to the Standard Specifications to read:

“IDOT traffic signal facilities are not part of any of the one-call locating service such as J.U.L.I.E or Digger. If the Contract requires the maintenance services of an Electrical Contractor, the Contractor shall be responsible at their own expense for locating all existing IDOT electrical facilities, including but not limited to interconnect conduit and handholes, prior to performing any work. A maintenance transfer is required prior to any locating work. If this Contract does not require the maintenance services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests will be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

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

The Contractor shall take whatever precautions to protect the electric cable or electric conductors in conduit from damage during location and construction operations. If the wiring is damaged, the Contractor shall replace the entire length of cable or conductors in conduit, in a manner satisfactory to the Engineer. Splicing below grade will not be permitted.

In the event the repairs are not made by the Contractor, the Contractor shall reimburse the Department for such repairs within sixty (60) days of receiving written notification of said damage. Otherwise, the cost of such repairs will be deducted from monies due or which will become due the Contractor under the terms of the Contract.”

Grounding of Traffic Signal Systems

Revise Section 806 of the Standard Specifications to read:

“All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. This work shall be in accordance with IDOT’s District One Traffic Signal Design Details.

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

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

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

RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM

Effective: May 22, 2002

Revised: November 1, 2023

800.03TS

Description.

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

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

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

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

After the signal improvements are completed, the signal shall be re-optimized as specified by an approved Consultant who has previous experience in optimizing traffic signal systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4734 for a listing of approved Consultants. Traffic signal system optimization work, including fine-tuning adjustments of the optimized system, shall follow the requirements stated in the most recent IDOT District 1 SCAT Guidelines, except as note herein.

A listing of existing signal equipment, interconnect information, phasing data, timing patterns, and SCAT Report may be obtained from the Department, if available and as appropriate. The Consultant shall confer with the Area Traffic Signal Maintenance and Operations Engineer prior to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system, in which case, the Consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the optimization.

(a) LEVEL I Re-Optimization

1. The following tasks are associated with LEVEL I Re-Optimization.
 - a. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system.
 - b. Proposed signal timing plan for the modified intersection(s) shall be forwarded to IDOT for review prior to implementation.
 - c. Consultant shall conduct on-site implementation of the timings at the turn-on and make fine-tuning adjustments to the timings of the subject intersection in the field to alleviate observed adverse operating conditions and to enhance operations. The consultant shall respond to IDOT comments and public complaints for a minimum period of six (6) months from date of timing plan implementation.
2. The following deliverable shall be provided for LEVEL I Re-Optimization.
 - a. Consultant shall furnish to IDOT a cover letter describing the extent of the re-optimization work performed.

(b) LEVEL II Re-Optimization

1. In addition to the requirements described in the LEVEL I Re-Optimization above, the following tasks are associated with LEVEL II Re-Optimization.
 - a. Traffic counts shall be taken at the subject intersection(s) after the traffic signals are approved for operation by the Area Traffic Signal Maintenance and Operations Engineer. Manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 6:30 p.m. on a typical weekday from midday Monday to midday Friday and on a Saturday and/or Sunday, as directed by the Engineer, to account for special traffic generators such as shopping centers, educational institutes and special event facilities. The turning movement counts shall identify cars, and single-unit, multi-unit heavy vehicles, and transit buses.
 - b. The intersections shall be re-addressed and all system detectors reassigned as necessary according to the current standard practice of District One. System detector quantities and locations shall be assessed for optimal performance. The Department shall be notified of any proposed changes.
 - c. TRP operation shall be evaluated to verify proper pattern selection and lack of oscillation and a report of the operation shall be provided to IDOT.

2. The following deliverables shall be provided for LEVEL II Re-Optimization.
 - a. Consultant shall provide to IDOT one (1) USB flash drive for the optimized system containing the following:
 - (1) Electronic copy of the technical memorandum in PDF format
 - (2) Revised Synchro (or other appropriate, approved optimization software) files including the new signal and the rest of the signals in the system
 - (3) Traffic counts conducted at the subject intersection(s)

The flash drive shall be labeled with the IDOT system number and master location (if applicable), as well as the submittal date and the consultant logo.

- b. The technical memorandum shall include the following elements:
 - (1) Brief description of the project
 - (2) Analysis output from Synchro (or other appropriate, approved optimization software file)
 - (3) Traffic counts conducted at the subject intersection(s)

Basis of Payment.

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

COILABLE NON-METALLIC CONDUIT

Effective: May 22, 2002

Revised: July 1, 2015

810.01TS

Description.

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

General.

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

Add the following to Article 810.03 of the Standard Specifications:

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

Add the following to Article 811.03 of the Standard Specifications:

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

Basis of Payment.

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

UNDERGROUND RACEWAYS

Effective: May 22, 2002

Revised: March 1, 2024

810.02TS

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduits shall have a minimum depth of 30 in. (700 mm) below the finished grade and shall be installed to avoid existing and proposed utilities within the project limits.”

Add the following to Article 810.04 of the Standard Specifications:

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

All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 1 ft (300 mm) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

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

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 1/8 in. (3 mm) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”

HANDHOLES

Effective: January 01, 2002

Revised: November 1, 2023

814.01TS

Description.

Add the following to Section 814 of the Standard Specifications:

All conduits shall enter the handhole at a depth of 30 in. (762 mm) except for the conduits for detector loops when the handhole is less than 5 ft (1.52 m) from the detector loop. All conduit ends should be sealed with a waterproof sealant to prevent the entrance of contaminants into the handhole.

Steel cable hooks shall be epoxy coated and must meet the specifications set forth in 1006.10. Hooks shall be a minimum of 5/8 in. (16 mm) diameter with 90-degree bend and extend into the handhole at least 6 in. (152 mm). Hooks shall be placed a minimum of 12 in. (305 mm) below the lid or lower if additional space is required.

Precast round handholes shall not be used unless called out on the plans.

The cover of the handhole frame shall be labeled “Traffic Signals” with legible raised letters. Only handholes serving IDOT traffic signal equipment shall have this label. Handhole covers for Red Light Running Cameras shall be labeled “RLRC”.

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

“Handholes shall be constructed as shown on the plans and shall be cast-in-place or precast concrete units. Heavy duty handholes shall be either cast-in-place or precast concrete units.”

Revise Article 814.03(c) of the Standard Specifications to read:

“Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 in. (13 mm) thickness shall be placed between the handhole and the sidewalk.”

Add the following to Section 814 of the Standard Specifications:

Cast-In-Place Handholes.

All cast-in-place handholes shall be concrete with minimum inside dimensions of 21-1/2 in. (546 mm). Frames and lid openings shall match this dimension.

For grounding purposes, the handhole frame shall have provisions for a 7/16 in. (11 mm) diameter stainless steel bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 1 ft (305mm).

Precast Round Handholes.

All precast handholes shall be concrete with an inside diameter of 30 in. (762mm). Frames and covers shall have a minimum opening of 26 in. (660mm) and no larger than the inside diameter of the handhole.

For grounding purposes, the handhole frame shall have provisions for a 7/16 in. (11 mm) diameter stainless steel bolt cast into the frame. For the purpose of attaching the grounding conductor to the handhole cover, the covers shall either have a 7/16 in. (11 mm) diameter stainless steel bolt cast into the cover or a stainless steel threaded stint extended from an eye hook assembly. A hole may be drilled for the bolt if one cannot be cast into the frame or cover. The head of the bolt shall be flush or lower than the top surface of the cover.

The minimum wall thickness for precast heavy duty hand holes shall be 6 in. (152 mm).

Precast round handholes shall be only produced by an approved precast vendor.

FULL-ACTUATED CONTROLLER AND CABINET

Effective: January 1, 2002

Revised: March 1, 2024

857.02TS

Description.

This work shall consist of furnishing and installing a traffic actuated solid state digital controller in the controller cabinet of the type specified, meeting the requirements of Section 857 of the Standard Specifications, as modified herein, including malfunction management unit, load switches and flasher relays, and all necessary connections for proper operation.

If the intersection is part of an existing system and/or when specified in the plans, this work shall consist of furnishing and installing a(n) " _____ " brand traffic actuated solid state controller.

Materials.

Add the following to Article 857.02 of the Standard Specifications:

“Controllers shall be Econolite Cobalt or Eagle/Yunex M60 unless specified otherwise on the plans or elsewhere on these specifications. Only controllers supplied by one of the District One approved Vendors will be allowed. The controller shall be of the most recent approved model and software version supplied by the Vendor at the time of the traffic signal TURN-ON unless specified otherwise on the plans or these specifications. A removable controller data key shall also be provided. Individual load switches shall be provided for each vehicle, pedestrian, and overlap phase. The controller shall prevent phases from being omitted during program changes and after all preemption events and shall inhibit simultaneous display of circular yellow and yellow arrow indications.

For integration into an Advanced Traffic Management System (ATMS) such as Centrac, Tactics, or TransSuite, the controller shall have the latest version of approved NTCIP software installed. For operation prior to integration into an ATMS, the controller shall maintain existing communications.”

Revise Article 1074.03 (a) (5) paragraph “b.” to read:

“Thermostatically Controlled Exhaust Fans. The cabinet shall be equipped with two (2) thermostatically controlled exhaust fans. Each fan shall have a minimum air delivery capacity of 100 cfm (2.8 cu m/min) and shall be mounted on self-lubricating ball bearings. The thermostat control shall be adjustable between 91 and 113 °F (33 and 45 °C) and shall be set to turn the fan on at 95 °F (35 °C).”

Add the following to Article 1074.03 of the Standard Specifications:

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

Revise the second sentence in Article 1074.03 (b) (1) paragraph “a” to read:

“The malfunction management unit shall have a minimum of 16 fully programmable channels.”

Add the following to Article 1074.03 of the Standard Specifications:

- (b) (5) Cabinets – Provide 1/8 in. (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- (b) (6) Controller Harness – Provide a TS2 Type 2 “A” wired harness in addition to the TS2 Type 1 harness.
- (b) (7) Surge Protection – Shall be a 120 VAC Single phase Modular filter Plug-in type, supplied from an approved Vendor.
- (b) (8) BIU – shall be secured by mechanical means.
- (b) (9) Transfer Relays – Solid state or mechanical flash relays are acceptable.
- (b) (10) Switch Guards – All switches shall be guarded.
- (b) (11) Heating – One (1) 200 W, thermostatically-controlled, electric heater.
- (b) (12) Lighting – One (1) LED Panel shall be placed inside the cabinet top panel and one (1) LED Panel shall be placed on each side of the pull-out drawer/shelf assembly located beneath the controller support shelf. The LED Panels shall be controlled by a door switch. The LED Panels shall be provided from an approved Vendor.
- (b) (13) The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1-1/2 in. (38mm) deep drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of accommodating one (1) complete set of cabinet prints and manuals. This drawer shall support 50 lb (23 kg) in weight when fully extended. The drawer shall open and close smoothly. Drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 18 in. (610mm) wide.
- (b) (14) Plan & Wiring Diagrams – 12 in. x 15 in. (305mm x 406mm) moisture sealed container attached to door.
- (b) (15) Detector Racks – Fully wired and labeled for four (4) channels of emergency vehicle preemption and sixteen channels (16) of vehicular operation.
- (b) (16) Field Wiring Labels – All field wiring shall be labeled.
- (b) (17) Field Wiring Termination – Approved channel lugs required.
- (b) (18) Power Panel – Provide a nonconductive shield.
- (b) (19) Circuit Breaker – The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 A.
- (b) (20) Police Door – Provide wiring and termination for plug in manual phase advance switch.

Basis of Payment.

This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET; FULL-ACTUATED CONTROLLER AND TYPE IV STRETCHED CABINET; FULL-ACTUATED CONTROLLER AND TYPE V CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER P STRETCHED CABINET; FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET; FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE IV STRETCHED CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE V CABINET, SPECIAL; FULL-ACTUATED CONTROLLER AND TYPE SUPER P CABINET (SPECIAL); FULL-ACTUATED CONTROLLER AND TYPE SUPER P STRETCHED CABINET (SPECIAL); FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET (SPECIAL).

UNINTERRUPTABLE POWER SUPPLY, SPECIAL

Effective: January 1, 2013

Revised: March 1, 2024

862.01TS

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

Add the following to Article 862.01 of the Standard Specifications:

“The UPS shall have the power capacity to provide normal operation of a signalized intersection that utilizes all LED type signal head optics for a minimum of six (6) hours.”

Add the following to Article 862.02 of the Standard Specifications:

“Materials shall be according to Article 1074.04 as modified in UNINTERRUPTABLE POWER SUPPLY, SPECIAL.”

Add the following to Article 862.03 of the Standard Specifications:

“The UPS shall additionally include, but not be limited to, a battery cabinet, where applicable. For Super P and Super R cabinets, the battery cabinet is integrated to the traffic signal cabinet and shall be included in the cost for the traffic signal cabinet of the size and type indicated on the plans.”

Revise Article 862.04 of the Standard Specifications to read:

Installation.

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

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

At locations where UPS is installed and an emergency vehicle priority system is in use, any existing incandescent confirmation beacons shall be replaced with LED lamps in accordance with the District One Emergency Vehicle Priority System specification at no additional cost to the Contract. A concrete apron shall be provided and be in accordance with Articles 424 and 202 of the Standard Specifications. The concrete apron shall also follow the District 1 Standard Traffic Signal Design Detail, Type D for Ground Mounted Controller Cabinet and UPS Battery Cabinet.

For a ground mounted UPS, the UPS shall be mounted on its own Type A concrete foundation which will be paid for separately. A concrete apron shall be provided with a dimension of 36 in. in front of the UPS cabinet, 5 in. deep, and a width sized appropriately to the width of the concrete foundation. The concrete apron shall follow Articles 424 and 202 of the Standard Specifications.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the UPS including the addition of alarms.

Materials.

Revise Article 1074.04(a)(1) of the Standard Specifications to read:

“The UPS shall be line interactive or double conversion and provide voltage regulation and power conditioning when utilizing utility power. The UPS shall be sized appropriately for the intersection(s) normal traffic signal operating load. The UPS must be able to maintain the intersection’s normal operating load plus 20 percent of the intersection’s normal operating load. When installed at a railroad-interconnected intersection, the UPS must maintain the railroad preemption load, plus 20 percent of the railroad preemption-operating load. The total connected traffic signal load shall not exceed the published ratings for the UPS. The UPS shall provide a minimum of six (6) hours of normal operation run-time for signalized intersections with LED type signal head optics at 77 °F (25 °C) (minimum 1000 W active output capacity, with 86 percent minimum inverter efficiency).”

Revise the first paragraph of Article 1074.04(a)(3) of the Standard Specifications to read:

“The UPS shall have a minimum of four (4) sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel mounted terminal block or locking circular connectors, rated at a minimum 120 V/1 A, and labeled so as to identify each contact according to the plans.”

Revise Article 1074.04(a)(17) of the Standard Specifications to read:

“When the intersection is in battery backup mode, the UPS shall bypass all internal cabinet lights, ventilation fans, cabinet heaters, service receptacles, luminaires, any lighted street name signs, any automated enforcement equipment and any other devices directed by the Engineer.”

Revise Article 1074.04(b)(2) paragraph “b.” of the Standard Specifications to read:

“Batteries, inverter/charger and power transfer relay shall be housed in a separate NEMA Type 3R cabinet. The cabinet shall be Aluminum alloy, 5052-H32, 0.125 in. thick and have a natural mill finish.”

Revise Article 1074.04(b)(2) paragraph “c.” of the Standard Specifications to read:

“No more than three (3) batteries shall be mounted on individual shelves for a cabinet housing six batteries and no more than four (4) batteries per shelf for a cabinet housing eight batteries.”

Revise Article 1074.04(b)(2) paragraph “e.” of the Standard Specifications to read:

“The battery cabinet housing shall have the following nominal outside dimensions: a width of 25 in. (785 mm), a depth of 16 in. (440 mm), and a height of 41 to 48 in. (1.1 to 1.3 m). Clearance between shelves shall be a minimum of 10 in. (250 mm).”

Revise Article 1074.04(b)(2) paragraph “g.” of the Standard Specifications to read:

“The door shall open to the entire cabinet, have a neoprene gasket, an Aluminum continuous piano hinge with stainless steel pin, and a three point locking system. The door shall be equipped with a two position doorstop, one a 90° and one at 120°. The cabinet shall be provided with a main door lock which shall operate with a traffic industry conventional No. 2 key. Provisions for padlocking the door shall be provided.”

Add the following to Article 1074.04(b)(2) of the Standard Specifications:

- j. The battery cabinet shall have provisions for an external generator connection.

Add the following to Article 1074.04(c) of the Standard Specifications:

- (8) The UPS shall include a tip or kill switch installed in the battery cabinet, which shall completely disconnect power from the UPS when the switch is manually activated.
- (9) The UPS shall include standard RS-232 and internal Ethernet interface.

- (10) The UPS shall incorporate a flanged electric generator inlet for charging the batteries and operating the UPS. The generator connector shall be male type, twist-lock, rated as 15A, 125VAC with a NEMA L5-15P configuration and weatherproof lift cover plate. Access to the generator inlet shall be from a secured weatherproof lift cover plate or behind a locked battery cabinet police panel.
- (11) The bypass switch shall include an internal power transfer relay that allows removal of the battery back-up unit, while the traffic signal is connected to utility power, without impacting normal traffic signal operation.

Revise Article 1074.04(d)(3) of the Standard Specifications to read:

“All batteries supplied in the UPS shall be either gel cell or AGM type, deep cycle, completely sealed, prismatic lead calcium based, silver alloy, valve regulated lead acid (VRLA) requiring no maintenance. All batteries in a UPS installation shall be the same type; mixing of gel cell and AGM types within a UPS installation is not permitted.”

Revise Article 1074.04(d)(4) of the Standard Specifications to read:

“Batteries shall be certified by the manufacturer to operate over a temperature range of -13°F to 160 °F (-25°C to 71 °C) for gel cell batteries and -40°F to 140°F (-40°C to 60 °C) for AGM type batteries.”

Add the following to Article 1074.04(d) of the Standard Specifications:

- (9) The UPS shall consist of an even number of batteries that are capable of maintaining normal operation of the signalized intersection for a minimum of six (6) hours. Calculations shall be provided showing the number of batteries of the type supplied that are needed to satisfy this requirement. A minimum of four (4) batteries shall be provided.
- (10) Battery heater mats shall be provided when gel cell type batteries are supplied.

Add the following to Article 1074.04 of the Standard Specifications:

- (e) Warranty. The warranty for an uninterruptable power supply (UPS) and batteries (full replacement) shall cover a minimum of five (5) years from date the equipment is placed in operation.
- (f) Installation. Bypass switch shall completely disconnect the traffic signal cabinet from the utility provider.
- (g) The UPS shall be set-up to run the traffic signal continuously without going to a red flashing condition when switched to battery power unless otherwise directed by the Engineer. The Contractor shall confirm set-up with the Engineer. The continuous operation mode when switched to battery may require modification to unit connections and these modifications are included in the unit price for this item.

Revise Article 862.04 of the Standard Specifications to read:

Basis of Payment.

This work will be paid for at the Contract unit price per each for UNINTERRUPTABLE POWER SUPPLY, SPECIAL, UNINTERRUPTABLE POWER SUPPLY, GROUND MOUNTED, or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL. Replacement of emergency vehicle priority system confirmation beacons and any required modifications to the traffic signal controller shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY, SPECIAL, UNINTERRUPTABLE POWER SUPPLY, GROUND MOUNTED, or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item. The concrete apron and earth excavation required shall be included in the cost of the UNINTERRUPTABLE POWER SUPPLY, GROUND MOUNTED or UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL item.

ELECTRIC CABLE

Effective: May 22, 2002

Revised: July 1, 2015

873.01TS

Delete “or stranded, and No. 12 or” from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

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

Effective: January 1, 2013

Revised: July 1, 2015

873.03TS

This work shall consist of furnishing and installing lead-in cable for light detectors installed at existing and/or proposed traffic signal installations as part of an emergency vehicle priority system. The work includes installation of the lead-in cables in existing and/or new conduit. The electric cable shall be shielded and have (3) stranded conductors, colored blue, orange, and yellow with a stranded tinned copper drain wire. The cable shall meet the requirements of the vendor of the Emergency Vehicle Priority System Equipment.

Basis of Payment.

This work will be paid for at the contract unit price per foot for EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C, which price shall be payment in full for furnishing, installing and making all electrical connections necessary for proper operations.

TRAFFIC SIGNAL POST

Effective: May 22, 2002

Revised: July 14, 2021

875.01TS

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

- (c) Anchor Rods. The anchor rods shall be a minimum of 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the threaded end shall be galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.

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

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

PEDESTRIAN SIGNAL POST

Effective: January 1, 2020

Revised:

875.02TS

Description.

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

Materials.

- a. General. The pedestrian signal post shall be designed to support the traffic signal loading shown on the plans. The design and fabrication shall be according to the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO.
- b. Post. The post shall be made of steel or aluminum and have an outside diameter of 4 1/2 in. The post shall be threaded for assembly to the base. Aluminum posts shall be according to the specifications for Schedule 80 aluminum pipe. Steel posts shall be according to the specifications for Schedule 40 steel pipe.

- c. Base. The base of a steel post shall be cast iron. The base of an aluminum post shall be aluminum. The base shall be threaded for the attachment to the threaded post. The base shall be approximately 10 in. high and 6 3/4 in. square at the bottom. The bottom of the base shall be designed to accept four 5/8 in. diameter anchor rods evenly spaced in a 6 in. diameter circle. The base shall be true to pattern, with sharp clean cutting ornamentation, and equipped with access doors for cable handling. The door shall be fastened to the base with stainless steel screws. A grounding lug shall be provided inside the base.
- d. Anchor Rods. The anchor rods shall be 5/8 in. in diameter and 16 in. long and shall be according to Article 1006.09. The anchor rods shall be threaded approximately 6 in. at one end and have a bend at the other end. The first 12 in. at the threaded end shall be galvanized. One each galvanized nut and trapezoidal washer shall be furnished with each anchor rod. The washer shall be properly sized to fully engage and sit flush on all sides of the slot of the base plate.

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

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

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

Installation.

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

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

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

Basis of Payment.

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

MAST ARM ASSEMBLY AND POLE

Effective: May 22, 2002

Revised: July 01, 2015

877.01TS

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

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

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

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

CONCRETE FOUNDATIONS

Effective: May 22, 2002

Revised: March 1, 2024

878.01TS

Add the following to Article 878.03 of the Standard Specifications:

“All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. at the threaded end.

Depending on the foundation type, the top of foundation shall be between 1 in. and 6 in. above finished grade or as directed by the Engineer.

No foundation is to be poured until the Resident Engineer gives their approval as to the depth of the foundation.”

Add the following to the first paragraph of Article 878.05 of the Standard Specifications:

“The concrete apron in front of the cabinet and UPS shall be included in this pay item.”

Revise the first paragraph of Article 878.05 of the Standard Specifications to read:

“Basis of Payment. This work will be paid for at the Contract unit price per foot (meter) of depth of CONCRETE FOUNDATION of the type specified, or CONCRETE FOUNDATION, TYPE A 12-INCH DIAMETER for pedestrian post concrete foundations.”

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

Effective: May 22, 2002

Revised: March 1, 2024

880.01TS

Materials.

Add the following to Section 1078 of the Standard Specifications:

“LED modules proposed for use and not previously approved by IDOT District One will require independent testing for compliance to current VTCSH-ITE standards for the product and be Intertek ETL Verified. This would include modules from new Vendors and new models from IDOT District One approved Vendors.

The proposed independent testing facility shall be approved by IDOT District One. Independent testing must include a minimum of two (2) randomly selected modules of each type of module (i.e. ball, arrow, pedestrian, etc.) used in the District and include as a minimum Luminous Intensity and Chromaticity tests. However, complete module performance verification testing may be required by the Engineer to assure the accuracy of the Vendor’s published data and previous test results. An IDOT representative will select sample modules from the local warehouse and mark the modules for testing. Independent test results shall meet current ITE standards and vendor’s published data. Any module failures shall require retesting of the module type. All costs associated with the selection of sample modules, testing, reporting, and retesting, if applicable, shall be the responsibility of the LED module Vendor and not be a cost to this Contract.

All signal heads shall provide 12 in. (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signals heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts and shall be constructed of the same material as the brackets.

The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects. LED signal modules which exhibit luminous intensities less than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTCSH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants, shall be replaced or repaired. The Vendor’s written warranty for the LED signal modules shall be dated, signed by a Vendor’s representative, and included in the product submittal to the State. See Article 801.14 of the Standard Specifications for warranty information.

(a) Physical and Mechanical Requirements

(1) Modules can be manufactured under this specification for the following faces:

- a. 12 in. (300 mm) circular, multi-section
- b. 12 in. (300 mm) arrow, multi-section

(2) The maximum weight of a module shall be 4 lb (1.8 kg).

(3) Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.) and shall be weatherproof after installation and connection.

(4) The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.

(5) The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.

(6) Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 in. (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 in. (12.7mm) letters next to the symbol.

(b) Photometric Requirements

(1) The LEDs utilized in the modules shall be AlInGaP technology for red and InGaN for green and amber indications and shall be the ultra bright type rated for 100,000 hours of continuous operation from -40 °C to 74 °C.

(c) Electrical

(1) Maximum power consumption for LED modules as per the tables in Article 1078.01.

(2) Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.

(3) The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).

- (4) When a current of 20 mA AC or less is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- (5) The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- (6) LED arrows shall be wired such that a loss or the failure of one or more LEDs

(d) Retrofit Traffic Signal Module

The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.

- (1) Retrofit modules can be manufactured under this specification for the following faces:
 - a. 12 in. (300 mm) circular, multi-section
 - b. 12 in. (300 mm) arrow, multi-section
 - (2) Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a one-piece EPDM (ethylene propylene rubber) gasket.
 - (3) The maximum weight of a Retrofit module shall be 4 lb (1.8 kg).
 - (4) Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.) and shall be weatherproof after installation and connection.
 - (5) Electrical conductors for modules, including Retrofit modules, shall be 39-2/5 in. (1 m) in length, with quick disconnect terminals attached.
 - (6) The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- (e) The following specification requirements apply to the 12 in. (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.
- (1) The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.
 - (2) The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.

(f) The following specification requirement applies to the 12 in. (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.

(1) The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.

Delete the fourth paragraph of Article 880.03 of the Standard Specifications. Refer to the "Bagging Signal Heads" section of the District 1 Traffic Signal Special Provision 800.01TS TRAFFIC SIGNAL GENERAL REQUIREMENTS."

Basis of Payment.

Add the following to the first paragraph of Article 880.04 of the Standard Specifications:

"The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition."

Revise the second paragraph of Article 880.04 of the Standard Specifications to read:

If the work consists of retrofitting an existing polycarbonate traffic signal head with light emitting diodes (LEDs), it will be paid for as a SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for removal of the existing module, furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of signal faces, the number of signal sections in each signal face and the method of mounting.

LED SIGNAL FACE, LENS COVER

Effective: July 1, 2021

Revised: April 1, 2024

880.03TS

Description.

This work shall consist of furnishing and installing a signal lens cover with the purpose or preventing snow buildup on and around a signal lens allowing for clear indication during inclement weather.

This item shall fit over a 12 in. signal head lens and shall include the clear lens cover, attachment collar, and any clips or fasteners necessary to fit it flush. The cover shall be installed in accordance with the Manufacturer's instructions and in a manner that prevents dust, debris, or moisture buildup on the inside of the lens cover that could affect the signal indication visibility. Lens covers shall be installed on all red signal head indications.

The snow resistant signal head lens cover shall be warranted for a period of three (3) years from final inspection and shall be free from material and workmanship defects.

Basis of Payment.

This work shall be paid for at the Contract unit price each for LED SIGNAL FACE, LENS COVER, the price of which shall include the cost for all work and material described herein and includes furnishing, installing, and all mounting hardware necessary for a fully operational snow resistant signal head lens cover.

LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD

Effective: May 22, 2002

Revised: March 1, 2024

881.01TS

Add the following to the third paragraph of Article 881.03 of the Standard Specifications:

“No mixing of different types of pedestrian traffic signals or displays shall be permitted.”

Delete the fourth paragraph of Article 881.03 of the Standard Specifications. Refer to the “Bagging Signal Heads” section of the District 1 Traffic Signal Special Provision 800.01TS TRAFFIC SIGNAL GENERAL REQUIREMENTS.

Add the following to Article 881.03 of the Standard Specifications:

“Pedestrian Countdown Signal Heads shall be 16 in. (406mm) x 18 in. (457mm) single units with glossy yellow or black polycarbonate housings. All pedestrian head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.

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

Materials.

Add the following to Article 1078.02 of the Standard Specifications:

“The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to “0” and turn off when the steady Upraised Hand (symbolizing Don’t Walk) signal turns on. The module shall not have user accessible switches or controls for modification of cycle.

At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.

The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.

If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.

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

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

If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.

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

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

The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications - Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.

The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.

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

The LEDs utilized in the modules shall be AlInGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.

The individual LEDs shall be wired such that a loss or the failure of one or more LED will not result in the loss of the entire module.

See Article 801.14 of the Standard Specifications for warranty information."

Basis of Payment.

Add the following to the first paragraph of Article 881.04 of the Standard Specifications:

“The price shall include furnishing the equipment described above, all mounting hardware, and installing them in satisfactory operating condition.”

Add the following to Article 881.04 of the Standard Specifications:

“If the work consists of retrofitting an existing polycarbonate pedestrian signal head and pedestrian countdown signal head with light emitting diodes (LEDs), it will be paid for as a PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, of the type specified, and of the particular kind of material, when specified. Price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition.”

TRAFFIC SIGNAL BACKPLATE

Effective: May 22, 2002

Revised: March 1, 2024

882.01TS

Revise the first sentence of Article 1078.03 of the Standard Specifications to read:

“All backplates shall be louvered and made of formed ABS plastic or composite aluminum.”

Revise the first sentence of the second paragraph of Article 1078.03 of the Standard Specifications to read:

“The backplate shall be composed of one or two pieces.”

Delete the second sentence of the fourth paragraph of Article 1078.03 of the Standard Specifications.

Add the following to the fourth paragraph of Article 1078.03 of the Standard Specifications:

“When retro reflective sheeting is specified, it shall be Type ZZ sheeting according to Article 1091.03 and applied in preferred orientation for the maximum angularity according to the vendor’s recommendations. The retroreflective sheeting shall be installed under a controlled environment by the Manufacturer/Vendor before shipment to the Contractor. The formed plastic backplate shall be prepared and cleaned, following recommendations of the retroreflective sheeting Manufacturer.”

DETECTOR LOOP

Effective: May 22, 2002
Revised: March 1, 2024
886.01TS

Procedure.

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

Installation.

Revise Article 886.04 of the Standard Specifications to read:

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

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

Each loop detector lead-in wire shall be labeled in the handhole using a waterproof tag secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 500 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb, and handhole shall be cut with a 1/4 in. (6.3 mm) deep x 4 in. (100 mm) saw cut to mark the location of each loop cable.
- (b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved Vendor. The sealant shall be installed 1/8 in. (3 mm) below the pavement surface. If installed above the surface, the excess shall be removed immediately.
- (c) Preformed. This work shall consist of furnishing and installing a rubberized or cross-linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
 - (1) Preformed detector loops shall be installed in the sub-base under the Portland cement concrete pavement. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.

- (2) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. CNC, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- (3) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using a minimum 5/8 in. (16 mm) outside diameter, minimum 3/8 in. (9.5 mm) inside diameter Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. The hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to ensure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of eight turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to ensure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6-1/2 ft of extra cable in the handhole.”

Method of Measurement.

Add the following to Article 886.05 of the Standard Specifications:

“Preformed detector loops will be measured along the detector loop embedded in the pavement rather than the actual length of the wire. Detector loop measurements shall include the saw cut and the length of the detector loop wire to the edge of pavement. The detector loop wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. CNC, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.”

Basis of Payment.

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

VIDEO VEHICLE DETECTION SYSTEM

Effective: January 1, 2020

Revised: March 1, 2024

886.04TS

Description.

This work shall consist of furnishing and installing a video vehicle detection system as specified and/or as shown on the plans. This pay item shall include all necessary work and equipment required to have a fully operational system including but not limited to the detector unit(s), the interface unit and all the necessary hardware, cables, and accessories required to complete the installation in accordance with the manufacturer's specifications.

The video vehicle detection system shall work under all weather conditions, including rain, freezing rain, snow, wind, dust, fog, and changes in temperature and light. It shall work in an ambient temperature range of -30°F to 165°F .

The video vehicle detection system shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation. The video vehicle detection system shall provide a minimum of one interface unit that has Ethernet connectivity, surge protection and shall be capable of supporting a minimum of 2 detector units. The video vehicle detection system shall include a display and stand inside the cabinet that has a minimum 10 in. screen with a minimum 1280 x 800 resolution. The display shall be temperature rated for the cabinet environment.

The video vehicle detection system shall be one of the following systems or an approved equivalent:

- Autoscope Vision
- Iteris Vantage Next

A representative from the supplier of the video vehicle detection system shall supervise the installation and testing of the video vehicle detection system and shall be present at the traffic signal turn-on inspection. Once the video vehicle detection system is configured, it shall not need reconfiguration to maintain performance, unless the roadway configuration or the application requirements change.

The mounting location(s) of the detector unit(s) shall be per the manufacturer's recommendations. If an extension mounting assembly is needed, it shall be included in this item. All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent chafing of wires.

The video detection system shall be warrantied for a period of two (2) years from final inspection and shall be free from material and workmanship defects.

Basis of Payment.

This work shall be paid for at the Contract unit price each for VIDEO VEHICLE DETECTION SYSTEM, SINGLE APPROACH, the price of which shall include the cost for all of the work and material described herein and includes furnishing, installing, delivery, handling, testing, set-up and all appurtenances and mounting hardware necessary for a fully operational video vehicle detection system.

ACCESSIBLE PEDESTRIAN SIGNALS

Effective: April 1, 2003

Revised: November 1, 2023

888.02TS

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

Add the following to Article 888.03 of the Standard Specifications:

A mounting bracket and/or extension shall be used to assure proper orientation and accessibility where needed. The price of the bracket and/or extension shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button to meet mounting requirements.

Add the following to Article 1074.02(e) of the Standard Specifications:

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. Stations shall be powder coated yellow with a black pushbutton and stainless steel arrow on pushbutton.

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

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

Audible Indications. A pushbutton locator tone shall sound at each pushbutton and shall be deactivated during the associated walk indication and when associated traffic signals are in flashing mode. Pushbutton locator tones shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. Each actuation of the pushbutton shall be accompanied by the speech message "Wait". Locator tones shall be audible 6 to 12 ft from pushbutton.

If two accessible pedestrian pushbuttons are placed less than 10 ft apart or placed on the same pole, the audible walk and don't walk indication shall be a speech message. This speech message shall sound throughout the WALK interval only. Common street name shall be used and not the route number of the street unless there is no common street name. The street name used in programming shall reflect the street name mast arm mounted sign panel. Locations without street name (ex. private benefit driveways, shopping plaza entrance, etc.) shall use a general term "Commercial Driveway" as a street name for that leg. The speech message shall be modeled after: "Street Name.' Walk Sign is on to cross "Street Name.'" For signalized intersections utilizing exclusive pedestrian phasing, the verbal message shall be "Walk sign is on for all crossings". In addition, a speech pushbutton information message shall be provided by actuating the APS pushbutton during DON'T WALK interval. This verbal message shall be modeled after: "Wait". The extended press option verbal message shall be: "Wait to cross 'Street Name' at 'Street Name'".

Railroad Preemption.

At locations with railroad interconnection APS pushbutton shall be capable of receiving a railroad preemption similar to a traffic signal controller and shall be hard wired to the railroad preemption relay inside the traffic signal cabinet. A shelf mount control unit shall be provided and installed inside the cabinet capable of receiving and transmitting the railroad preemption to all the push buttons.

At railroad intersections all APS pushbuttons shall use the speech message and shall follow the below speech models.

During Don't Walk: "Wait to cross 'Street Name' at 'Street Name', Caution, Walk time shortened when train approaches" – this does not repeat, plays only once with every push button press.

During Walk: "Walk sign is on to cross 'Street Name', – this repeats as many times as possible during Walk interval only.

During Railroad preemption: All push buttons at same time "Train Approaching" – this message shall be repeated two times.

At locations with emergency vehicle preemption, NO additional speech message shall be provided.

At locations with Equestrian Pushbuttons style installation the APS push buttons shall use speech message only and shall emit the audible message from the bottom mounted push button only.

Locations with Corner Islands or Center Medians

At locations with corner islands pushbuttons shall follow the requirement of the 10 ft as specified herein regarding the percussive tone vs a speech message. When push buttons are closer than 10 ft apart the speech message shall follow the format specified herein for the main street crossing. The speech message shall follow the below speech models for the unusual configurations.

Crossing of the right turn lane from or to Corner Island: “Wait to cross right turn lane for ‘Street Name’ at ‘Street Name’ crosswalks” and “Walk sign is on to cross right turn lane for ‘Street Name’ at ‘Street Name’ crosswalks”

Crossing from Corner Island to Corner Island where second pushbutton actuation is required: “Wait to cross ‘Street Name’ at ‘Street Name’ to median with second pushbutton” and “Walk sign is on to cross ‘Street Name’ to median with second pushbutton”

Center Medians on a divided highways with push buttons will require pushbutton to have a dual arrow on the pushbutton.

Where two accessible pedestrian pushbuttons are separated by 10 ft or more, the walk indication shall be an audible percussive tone. It shall repeat at 8 to 10 ticks per second with a dominant frequency of 880 Hz. Percussive tone shall be uniform at all stations at the intersection and shall not change for different directions.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound. Locator tone and speech message shall be programmed at same volume one shall not be significantly louder than the other and shall be adjusted as directed by the Engineer.

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

A red LED shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

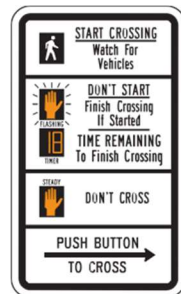
APS pushbutton systems that utilize any wireless technology including Bluetooth technology to place calls or communicate with controller will not be allow. A central master control unit shall be provided and installed in the traffic signal cabinet. Push button shall be connected directly to the master control unit in the traffic signal cabinet using only 2 wires. All pushbuttons shall be capable of placing a pedestrian call request into the controller and shall be hard wired. APS pushbuttons shall be a direct replacement of existing standard push buttons and shall be weather resistant with a minimum warranty of 5 years.

APS push buttons shall be compatible with one another and easily replaceable on future replacements or maintenance repairs no multiple model variations will be allowed.

All APS pushbuttons shall come with the messages pre-programmed for each particular intersection regardless of the location or the 10 ft separation. Final field adjustments including percussive tone vs speech message use shall be completed once push buttons are installed in the final location. All push buttons shall be programmed with the appropriate parameters and settings as directed by the Engineer. These settings shall be standard for all pushbuttons and will vary based on the manufacturer. Access to pushbutton settings shall be provided through an app either through wired, wireless, or Bluetooth connection. Pushbutton information, settings, and access instructions shall all be provided in a weatherproof pouch and safely stored inside each traffic signal cabinet.

Contractor shall remove any existing pedestrian isolation boards, field wire terminals, and any wires to the board when easily accessible. If the pedestrian isolation board has been installed from the factory on the back panel of the cabinet, contractor is to disconnect the power to the isolation board and any wires while leaving the board mounted. This work shall be included in the cost of Accessible Pedestrian Signals and will not be paid for separately.

Signage. A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall conform to the following standard MUTCD design: R10-3e.



R10-3E

Tactile Arrow. A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided on the pushbutton.

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

Basis of Payment. This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS and shall include furnishing, installation, mounting hardware including extension brackets if required, and programming of the push button.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Effective: May 22, 2002

Revised: March 1, 2024

895.02TS

Add the following to Article 895.05 of the Standard Specifications:

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

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

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

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

RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT

Effective: Jan 1, 2023

Where listed in the plans, the following items shall be removed by the contractor and relocated to the proposed traffic signal mast arms, traffic signal posts or to the proposed traffic signal controller cabinet as applicable:

The existing emergency vehicle priority system, detector unit (light detector), single channel or dual channel, shall be relocated to the proposed traffic signal post or mast arm assembly and pole and connected to the emergency vehicle priority system, phasing unit. A new galvanized saddle bracket or post cap, as required, shall be used in the mounting of the emergency vehicle priority system, detector unit. If the existing emergency vehicle priority system, detector unit assembly includes a confirmation beacon, the confirmation beacon shall also be relocated and connected to the emergency vehicle priority system, detector unit. All holes drilled into signal poles, mast arms, or posts shall require rubber grommets to prevent chafing of wires.

The existing emergency vehicle priority system, phasing unit (light detector amplifier) shall be relocated to the proposed traffic signal controller cabinet. The work shall include disconnecting the emergency vehicle priority system phasing unit and reconnecting it into the proposed traffic signal controller cabinet.

The emergency vehicle system is not to be inoperative for more than 8 hours and the Contractor must notify the Municipality or Fire Protection District 72 hours prior to the disconnection of the equipment. The Contractor must demonstrate to the satisfaction of the Engineer that the emergency vehicle system operates properly.

This work shall be paid for at the contract unit price for RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT, the price of which shall include the cost for all work and material described herein per intersection.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

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

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

Intersection of Hicks Road at Cunningham Drive, Palatines, Cook County

- All excavation planned at all four quadrants at the intersection of Hicks Road at Cunningham Drive. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

Intersection of IL 58 (Golf Road) at Goebbert Road, Arlington Heights, Cook County

- All excavation planned at the northeast quadrant at the intersection of IL 58 (Golf Road) at Goebbert Road. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.
- All excavation planned at the northwest quadrant, southwest quadrant and southeast quadrant at the intersection of IL 58 (Golf Road) at Goebbert Road. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

Intersection of Ballard Road at Dee Road / Kennedy Drive, Des Plaines, Cook County

- All excavation planned at all four quadrants at the intersection of Ballard Road at Dee Road / Kennedy Drive. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

Intersection of Ballard Road at Greenwood Avenue, Niles, Cook County

- All excavation planned at all four quadrants at the intersection of Ballard Road at Greenwood Avenue. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(1). Potential contaminants of concern sampling parameters: VOCs, SVOCs and Metals.

Work Zones

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

None

DRILLED SHAFTS

Effective: October 5, 2015

Revised: October 27, 2023

Revise Section 516 of the Standard Specifications to read:

“SECTION 516. DRILLED SHAFTS

516.01 Description. This work shall consist of constructing drilled shaft foundations.

516.02 Materials. Materials shall be according to the following.

Item	Article/Section	
(a) Portland Cement Concrete (Note 1)		1020
(b) Reinforcement Bars.....		1006.10
(c) Grout (Note 2).....		1024.01
(d) Permanent Steel Casing.....		1006.05(d)
(e) Slurry (Note 3)		

Note 1. When the soil contains sulfate contaminates, ASTM C 1580 testing will be performed to assess the severity of sulfate exposure to the concrete. If the sulfate contaminate is >0.10 to < 0.20 percent by mass, a Type II (MH) cement shall be used. If the sulfate contaminate is >0.20 to < 2.0 percent by mass, a Type V cement shall be used. If the sulfate contaminate is ≥ 2.0 percent by mass, refer to ACI 201.2R for guidance.

Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be two to five parts sand and one part Type I or II cement. The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).

Note 3. Slurry shall be bentonite, emulsified polymer, or dry polymer, and shall be approved by the Engineer.

516.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Equipment	1020.03
(b) Drilling Equipment (Note 1)	
(c) Hand Vibrator	1103.17(a)
(d) Underwater Concrete Placement Equipment	1103.18

Note 1. The drilling equipment shall have adequate capacity, including power, torque and down thrust, to create a shaft excavation of the maximum diameter specified to a depth of 20 percent beyond the depths shown on the plans.

516.04 Submittals. The following information shall be submitted on form BBS 133.

- (a) Qualifications. At the time of the preconstruction conference, the Contractor shall provide the following documentation.
- (1) References. A list containing at least three projects completed within the three years prior to this project's bid date which the Contractor performing this work has installed drilled shafts of similar diameter, length, and site conditions to those shown in the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.
 - (2) Experience. Name and experience record of the drilled shaft supervisor, responsible for all facets of the shaft installation, and the drill operator(s) who will be assigned to this project. The supervisor and operator(s) shall each have a minimum of three years experience in the construction of drilled shafts.
- (b) Installation Procedure. A detailed installation procedure shall be submitted to the Engineer for acceptance at least 28 days prior to drilled shaft construction and shall address each of the following items unless otherwise directed by the Engineer in writing.
- (1) Equipment List. List of proposed equipment to be used including cranes, drill rigs, augers, belling tools, casing, vibratory hammers, core barrels, bailing buckets, final cleaning equipment, slurry equipment, tremies, or concrete pumps, etc.
 - (2) General Sequence. Details of the overall construction operation sequence, equipment access, and the sequence of individual shaft construction within each substructure bent or footing group. The submittal shall address the Contractor's proposed time delay and/or the minimum concrete strength necessary before initiating a shaft excavation adjacent to a recently installed drilled shaft.

- (3) Shaft Excavation. A site specific step by step description of how the Contractor anticipates the shaft excavation to be advanced based on their evaluation of the subsurface data and conditions expected to be encountered. This sequence shall note the method of casing advancement, anticipated casing lengths, tip elevations and diameters, the excavation tools used and drilled diameters created. The Contractor shall indicate whether wet or dry drilling conditions are expected and if groundwater will be sealed from the excavation.
- (4) Slurry. When the use of slurry is proposed, details on the types of additives to be used and their manufacturers shall be provided. In addition, details covering the measurement and control of the hardness of the mixing water, agitation, circulation, de-sanding, sampling, testing, and chemical properties of the slurry shall be submitted.
- (5) Shaft Cleaning. Method(s) and sequence proposed for the shaft cleaning operation.
- (6) Reinforcement Cage and Permanent Casing. Details of reinforcement placement including rolling spacers to be used and method to maintain proper elevation and location of the reinforcement cage within the shaft excavation during concrete placement. The method(s) of adjusting the reinforcement cage length and permanent casing if rock is encountered at an elevation other than as shown on the plans. As an option, the Contractor may perform soil borings and rock cores at the drilled shaft locations to determine the required reinforcement cage and permanent casing lengths.
- (7) Concrete Placement. Details of concrete placement including proposed operational procedures for free fall, tremie or pumping methods. The sequence and method of casing removal shall also be stated along with the top of pour elevation, and method of forming through water above streambed.
- (8) Mix Design. The proposed concrete mix design(s).
- (9) Disposal Plan. Containment and disposal plan for slurry and displaced water. Containment and disposal plan for contaminated concrete pushed out of the top of the shaft by uncontaminated concrete during concrete placement.
- (10) Access and Site Protection Plan. Details of access to the drilled shafts and safety measures proposed. This shall include a list of casing, scaffolding, work platforms, temporary walkways, railings, and other items needed to provide safe access to the drilled shafts. Provisions to protect open excavations during non-working hours shall be included.

The Engineer will evaluate the drilled shaft installation procedure and notify the Contractor of acceptance, need for additional information, or concerns with the installation's effect on the existing or proposed structure(s).

CONSTRUCTION REQUIREMENTS

516.05 General. Excavation for drilled shaft(s) shall not proceed until written authorization is received from the Engineer. The Contractor shall be responsible for verification of the dimensions and alignment of each shaft excavation as directed by the Engineer.

Unless otherwise approved in the Contractor's installation procedure, no shaft excavation, casing installation, or casing removal with a vibratory hammer shall be made within four shaft diameters center to center of a shaft with concrete that has a compressive strength less than 1500 psi (10,300 kPa). The site-specific soil strengths and installation methods selected will determine the actual required minimum spacing, if any, to address vibration and blow out concerns.

Lost tools shall not remain in the shaft excavation without the approval of the Engineer. Blasting shall not be used as a method of shaft excavation.

516.06 Shaft Excavation Protection Methods. The construction of drilled shafts may involve the use of one or more of the following methods to support the excavation during the various phases of shaft excavation, cleaning, and concrete placement dependent on the site conditions encountered. Surface water shall not flow uncontrolled into the shaft excavation, however water may be placed into the shaft excavation in order to meet head pressure requirements according to Articles 516.06(c) and 516.13.

The following are general descriptions indicating the conditions when these methods may be used.

(a) **Dry Method.** The dry construction method shall only be used at sites where the groundwater and soil conditions are suitable to permit the drilling and dewatering of the excavation without causing subsidence of adjacent ground, boiling of the base soils, squeezing, or caving of the shaft side walls. The dry method shall consist of drilling the shaft excavation, removing accumulated water, cleaning the shaft base, and placing the reinforcement cage and concrete in a predominately dry excavation.

Slurry Method. The slurry construction method may be used at sites where dewatering the excavation would cause collapse of the shaft sidewalls or when the volume and head of water flowing into the shaft is likely to contaminate the concrete during placement resulting in a shaft defect. This method uses slurry, or in rare cases water, to maintain stability of the shaft sidewall while advancing the shaft excavation. After the shaft excavation is completed, the slurry level in the shaft shall be kept at an elevation to maintain stability of the shaft sidewall, maintain stability of the shaft base, and prevent additional groundwater from entering the shaft. The shaft base shall be cleaned, the reinforcement cage shall be set, and the concrete shall be discharged at the bottom of the shaft excavation, displacing the slurry upwards.

- (b) Temporary Casing Method. Temporary casing shall be used when either the dry or slurry methods provide inadequate support to prevent sidewall caving or excessive deformation of the shaft excavation. Temporary casing may be used with slurry or be used to reduce the flow of water into the excavation to allow dewatering and concrete placement in a dry shaft excavation. Temporary casing shall not be allowed to remain permanently without the approval of the Engineer.

During removal of the temporary casing, the level of concrete in the casing shall be maintained at a level such that the head pressure inside the casing is a minimum of 1.25 times the head pressure outside the casing, but in no case is less than 5 ft (1.5 m) above the bottom of the casing. Casing removal shall be at a slow, uniform rate with the pull in line with the shaft axis. Excessive rotation of the casing shall be avoided to limit deformation of the reinforcement cage. In addition, the slump requirements during casing removal shall be according to Article 516.12.

When called for on the plans, the Contractor shall install a permanent casing as specified. Permanent casing may be used as a shaft excavation support method or may be installed after shaft excavation is completed using one of the above methods. After construction, if voids are present between the permanent casing and the drilled excavation, the voids shall be filled with grout by means of tremie(s) or concrete pump which shall be lowered to the bottom of the excavation. The contractor's means and methods for grout placement shall fill the annular void(s) between the permanent casing and the surrounding earth material to restore and provide lateral earth resistance to the shaft. Grout yield checks shall be performed by the contractor for submittal to the Engineer. Permanent casing shall not remain in place beyond the limits shown on the plans without the specific approval of the Engineer.

When the shaft extends above the streambed through a body of water and permanent casing is not shown, the portion above the streambed shall be formed with removable casings, column forms, or other forming systems as approved by the Engineer. The forming system shall not scar or spall the finished concrete or leave in place any forms or casing within the removable form limits as shown on the plans unless approved as part of the installation procedure. The forming system shall not be removed until the concrete has attained a minimum compressive strength of 2500 psi (17,200 kPa) and cured for a minimum of 72 hours. For shafts extending through water, the concrete shall be protected from water action after placement for a minimum of seven days.

516.07 Slurry. When slurry is used, the Contractor shall provide a technical representative of the slurry additive manufacturer at the site prior to introduction of the slurry into the first shaft where slurry will be used, and during drilling and completion of a minimum of one shaft to adjust the slurry mix to the specific site conditions. During construction, the level of the slurry shall be maintained a minimum of 5 feet (1.5 m) above the height required to prevent caving of the shaft excavation. In the event of a sudden or significant loss of slurry in the shaft excavation, the construction of that foundation shall be stopped and the shaft excavation backfilled or supported by temporary casing, until a method to stop slurry loss, or an alternate construction procedure, has been approved by the Engineer.

- (a) General Properties. The material used to make the slurry shall not be detrimental to the concrete or surrounding ground. Mineral slurries shall have both a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. Polymer slurries shall have sufficient viscosity and gel characteristics to transport excavated material to suitable screening systems or settling tanks. The percentage and specific gravity of the material used to make the slurry shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement.

If approved by the Engineer, the Contractor may use water and excavated soils as drilling slurry. In this case, the range of acceptable values for density, viscosity and pH, as shown in the following table for bentonite slurry shall be met.

When water is used as the slurry to construct rock sockets in limestone, dolomite, sandstone or other formations that are not erodible, the requirements for slurry testing shall not apply if the entire fluid column is replaced with fresh water after drilling. To do so, fresh water shall be introduced at the top of the shaft excavation and existing water used during drilling shall be pumped out of the shaft excavation from the bottom of the shaft excavation until the entire volume of fluid has been replaced.

- (b) Preparation. Prior to introduction into the shaft excavation, the manufactured slurry admixture shall be pre-mixed thoroughly with clean, fresh water and for adequate time in accordance with the slurry admixture manufacturer's recommendations. Slurry tanks of adequate capacity shall be used for slurry mixing, circulation, storage and treatment. No excavated slurry pits will be allowed in lieu of slurry tanks without approval from the Engineer. Adequate desanding equipment shall be provided to control slurry properties during the drilled shaft excavation in accordance with the values provided in Table 1.
- (c) Quality Control. Quality control tests shall be performed on the slurry to determine density, viscosity, sand content and pH of freshly mixed slurry, recycled slurry and slurry in the shaft excavation. Tests of slurry samples from within two feet of the bottom and at mid-height of the shaft excavation shall be conducted in each shaft excavation during the excavation process to measure the consistency of the slurry. A minimum of four sets of tests shall be conducted during the first eight hours of slurry use on the project. When a series of four test results do not change more than 1% from the initial test, the testing frequency may be decreased to one set every four hours of slurry use. Reports of all tests, signed by an authorized representative of the Contractor, shall be furnished to the Engineer upon completion of each drilled shaft. The physical properties of the slurry shall be as shown in Table 1.

The slurry shall be sampled and tested less than 1 hour before concrete placement. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be removed. The contractor shall perform final shaft bottom cleaning after suspended solids have settled from the slurry. Concrete shall not be placed if the slurry does not have the required physical properties.

Table 1 – SLURRY PROPERTIES				
	Bentonite	Emulsified Polymer	Dry Polymer	Test Method
Density, lb/cu ft (kg/cu m) (at introduction)	65.2 ± 1.6 ¹ (1043.5 ± 25.6)	63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380
Density, lb/cu ft (kg/cu m) (prior to concrete placement)	67.0 ± 3.5 ¹ (1073.0 ± 56.0)	63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380
Viscosity ² , sec/qt (sec/L)	46 ± 14 (48 ± 14)	38 ± 5 (40 ± 5)	65 ± 15 (69 ± 16)	ASTM D 6910
pH	9.0 ± 1.0	9.5 ± 1.5	9.0 ± 2.0	ASTM D 4972
Sand Content, percent by volume (at introduction)	4 max.	1 max.	1 max.	ASTM D 4381
Sand Content, percent by volume (prior to concrete placement)	10 max.	1 max.	1 max.	ASTM D 4381
Contact Time ³ , hours	4 max.	72 max.	72 max	

Note 1. When the slurry consists of only water and excavated soils, the density shall not exceed 70 lb/cu ft (1121 kg/cu m).
 Note 2. Higher viscosities may be required in loose or gravelly sand deposits.
 Note 3. Contact time is the time without agitation and sidewall cleaning.

516.08 Obstructions. An obstruction is an unknown isolated object that causes the shaft excavation method to experience a significant decrease in the actual production rate and requires the Contractor to core, break up, push aside, or use other means to mitigate the obstruction. Subsurface conditions such as boulders, cobbles, or logs and buried infrastructure such as footings, piling, or abandoned utilities, when shown on the plans, shall not constitute an obstruction. When an obstruction is encountered, the Contractor shall notify the Engineer immediately and upon concurrence of the Engineer, the Contractor shall mitigate the obstruction with an approved method.

516.09 Top of Rock. The top of rock will be considered as the point where rock, defined as bedded deposits and conglomerate deposits exhibiting the physical characteristics and difficulty of rock removal as determined by the Engineer, is encountered which cannot be drilled with augers and/or underreaming tools configured to be effective in the soils indicated in the contract documents.

516.10 Design Modifications. If the top of rock elevation differs from that shown on the plans by more than 10 percent of the length of the drilled shaft above the rock, the Engineer shall be contacted to determine if any drilled shaft design changes may be required. In addition, if the type of soil or rock encountered is not similar to that shown in the subsurface exploration data, the Contractor may be required to extend the drilled shaft length(s) beyond those specified in the plans. In either case, the Engineer will determine if revisions are necessary and the extent of the modifications required.

516.11 Excavation Cleaning and Inspection. Materials removed or generated from the shaft excavations shall be disposed of according to Article 202.03.

After excavation, each shaft shall be cleaned. For a drilled shaft terminating in soil, the depth of sediment or debris shall be a maximum of 1 1/2 in. (38 mm). For a drilled shaft terminating in rock, the depth of sediment or debris shall be a maximum of 1/2 in. (13 mm).

A shaft excavation shall be overreamed when, in the opinion of the Engineer, the sidewall has softened, swelled, or has a buildup of slurry cake. Overreaming may also be required to correct a shaft excavation which has been drilled out of tolerance. Overreaming may be accomplished with a grooving tool, overreaming bucket, or other approved equipment. Overreaming thickness shall be a minimum of 1/2 in. (13 mm) and a maximum of 3 in. (75 mm).

516.12 Reinforcement. This work shall be according to Section 508 and the following.

The shaft excavation shall be cleaned and inspected prior to placing the reinforcement cage. The reinforcement cage shall be completely assembled prior to drilling and be ready for adjustment in length as required by the conditions encountered. The reinforcement cage shall be lifted using multiple point sling straps or other approved methods to avoid reinforcement cage distortion or stress. Cross frame stiffeners may be required for lifting or to keep the reinforcement cage in proper position during lifting and concrete placement.

The Contractor shall attach rolling spacers to keep the reinforcement cage centered within the shaft excavation during concrete placement and to ensure that at no point will the finished shaft have less than the minimum concrete cover(s) shown on the plans. The rolling spacers or other approved non-corrosive spacing devices shall be installed within 2 ft (0.6 m) of both the top and bottom of the drilled shaft and at intervals not exceeding 10 ft (3 m) throughout the length of the shaft to ensure proper reinforcement cage alignment and clearance for the entire shaft. The number of rolling spacers at each level shall be one for each 1.0 ft (300 mm) of shaft diameter, with a minimum of four rolling spacers at each level. For shafts with different shaft diameters throughout the length of the excavation, different sized rolling spacers shall be provided to ensure the reinforcement cage is properly positioned throughout the entire length of the shaft.

When a specific concrete cover between the base of the drilled shaft and the reinforcement cage is shown on the plans, the bottom of the reinforcement cage shall be supported so that the proper concrete cover is maintained.

If the conditions differ such that the length of the shaft is increased, additional longitudinal bars shall be either mechanically spliced or lap spliced to the lower end of the reinforcement cage and confined with either hoop ties or spirals. The Contractor shall have additional reinforcement available or fabricate the reinforcement cages with additional length as necessary to make the required adjustments in a timely manner as dictated by the encountered conditions. The additional reinforcement may be non-epoxy coated.

516.13 Concrete Placement. Concrete work shall be performed according to the following.

Throughout concrete placement the head pressure inside the drilled shaft shall be at least 1.1 times the head pressure outside the drilled shaft.

Concrete placement shall begin within 1 hour of shaft cleaning and inspection. The pour shall be made in a continuous manner from the bottom to the top elevation of the shaft as shown on the contract plan or as approved in the Contractor's installation procedure. Concrete placement shall continue after the shaft excavation is full and until 18 in. (450 mm) of good quality, uncontaminated concrete is expelled at the top of shaft. Vibration of the concrete will not be allowed when the concrete is displacing slurry or water. In dry excavations, the concrete in the top 10 ft (3 m) of the shaft shall be vibrated.

When using temporary casing or placing concrete under water or slurry, a minimum of seven days prior to concrete placement, a 4 cu yd (3 cu m) trial batch of the concrete mixture shall be performed to evaluate slump retention. Temporary casing shall be withdrawn before the slump of the concrete drops below 6 in. (150 mm). For concrete placed using the slurry method of construction, the slump of all concrete placed shall be a minimum of 6 in. (150 mm) at the end of concrete placement.

Devices used to place concrete shall have no aluminum parts in contact with concrete.

When the top of the shaft is at the finished elevation and no further concrete placement above the finished elevation is specified, the top of the shaft shall be level and finished according to Article 503.15(a).

Concrete shall be placed by free fall, tremie, or concrete pump subject to the following conditions.

- (a) Free Fall Placement. Concrete shall only be placed by free fall when the rate of water infiltration into the shaft excavation is less than 12 in. (300 mm) per hour and the depth of water in the shaft excavation is less than 3 in. (75 mm) at the time of concrete placement.

Concrete placed by free fall shall fall directly to the base without contacting the reinforcement cage, cross frame stiffeners, or shaft sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Drop chutes used to direct placement of free fall concrete shall consist of a smooth tube. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. The drop chute shall be supported so that free fall does not exceed 60 ft (18.3 m) for conventional concrete or 30 ft (9.1 m) for self-consolidating concrete. If placement cannot be satisfactorily accomplished by free fall in the opinion of the Engineer, either a tremie or pump shall be used to accomplish the pour.

- (b) Tremie and Concrete Pump Placement. Concrete placement shall be according to Article 503.08, except the discharge end of the steel pipe shall remain embedded in the concrete a minimum of 10 ft (3.0 m) throughout concrete placement when displacing slurry or water.

516.14 Construction Tolerances. The following construction tolerances shall apply to all drilled shafts.

- (a) Center of Shaft. The center of the drilled shaft shall be within 3 in. (75 mm) of the plan station and offset at the top of the shaft.
- (b) Center of Reinforcement Cage. The center of the reinforcement cage shall be within 1 1/2 in. (40 mm) of plan station and offset at the top of the shaft.
- (c) Vertical Plumbness of Shaft. The out of vertical plumbness of the shaft shall not exceed 1.5 percent.
- (d) Vertical Plumbness of Reinforcement Cage. The out of vertical plumbness of the shaft reinforcement cage shall not exceed 0.83 percent.
- (e) Top of Shaft. The top of the shaft shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (f) Top of Reinforcement Cage. The top of the reinforcement cage shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (g) Bottom of shaft. Excavation equipment and methods used to complete the shaft excavation shall have a nearly planar bottom. The cutting edges of excavation equipment used to create the bottom of shafts in rock shall be normal to the vertical axis of the shaft within a tolerance of 6.25 percent.

516.15 Method of Measurement. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be computed using the plan diameter of the shaft multiplied by the measured length of the shaft. The length of shaft in soil will be computed as the difference in elevation between the top of the drilled shaft shown on the plans, or as installed as part of the Contractor’s installation procedure, and the bottom of the shaft or the top of rock (when present) whichever is higher. The length of shaft in rock will be computed as the difference in elevation between the measured top of rock and the bottom of the shaft.

When permanent casing is specified, it will be measured for payment in place, in feet (meters). Permanent casing installed at the Contractor’s option will not be measured for payment.

Reinforcement furnished and installed will be measured for payment according to Article 508.07.

516.16 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for DRILLED SHAFT IN SOIL, and/or DRILLED SHAFT IN ROCK.

Permanent casing will be paid for at the contract unit price per foot (meter) for PERMANENT CASING.

Reinforcement furnished and installed will be paid for according to Article 508.08. Obstruction mitigation will be paid for according to Article 109.04.”

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

"(b) No working day will be charged under the following conditions.

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: March 2, 2019

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 Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

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

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

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

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

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

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

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

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

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

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

"The dispenser system shall provide a visual indication that the liquid admixture is actually entering admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSMDR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

“669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor’s option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor’s control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor’s option.”

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

“The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCs GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory.”

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

“Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04.”

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3)1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1)1095.06”

Add the following Note to the end of Article 703.02 of the Standard Specifications:

“Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 1095.06 of the Standard Specifications to read:

“1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

- (a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R_L , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R_L , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R _L	
Color	R _L 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.
 - (1) Time in place - 400 days
 - (2) ADT per lane - 9,000 (28 percent trucks)
 - (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) ^{1/} 20 (0.51) ^{2/}	65 (1.65) ^{1/} 20 (0.51) ^{2/}
Durability (cycles)	5,000	1,500	1,500

- 1/ Measured at the thickest point of the patterned surface.
- 2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

(f) Sampling and Inspection.

- (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

“The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 50 working days.

MENTOR-PROTÉGÉ PROGRAM

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

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 Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

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

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

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

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

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

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

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

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

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

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