

# 59

**Letting March 6, 2020**

## **Notice to Bidders, Specifications and Proposal**



**Illinois Department  
of Transportation**

**Contract No. 68E72  
PEORIA-TAZEWELL Counties  
Section D4 DYNAMIC MESSAGE SIGNS 2020  
Route FAI 74  
Project HSIP-ZD5E(422)  
District 4 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 10:00 a.m. March 6, 2020 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. 68E72  
PEORIA-TAZEWELL Counties  
Section D4 DYNAMIC MESSAGE SIGNS 2020  
Project HSIP-ZD5E(422)  
Route FAI 74  
District 4 Construction Funds**

**Installation of dynamic message signs and associated work at four locations along I-74.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Acting Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

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

ERRATA    Standard Specifications for Road and Bridge Construction                      (Adopted 4-1-16) (Revised 1-1-19)

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RECURRING SPECIAL PROVISIONS

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## **STATE OF ILLINOIS**

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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 74 (I-74), Project HSIP-ZD5E (422), Section D4 Dynamic Message Signs 2020, Peoria and Tazewell Counties, Contract No. 68E72 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

This project is located along Interstate 74 at the following locations:

Peoria County: Interstate 74 EB at Nebraska Avenue and Interstate 74 EB at Fayette Street.

Tazewell County: Interstate 74 WB east of Washington Street and Interstate 74 WB at Illinois Route 116 (Main Street).

#### **DESCRIPTION OF PROJECT**

This project consists of installing butterfly truss structures, dynamic message signs, guard rail, impact attenuators, drilled shaft foundations, conduits, handholes, fiber optic cable, communications equipment, CCTV cameras, equipment cabinets, and all related collateral work necessary to complete the improvements.

**GUARDRAIL AGGREGATE EROSION CONTROL**

Effective February 1, 1993

Revised January 1, 2007

This work shall consist of furnishing, placing, and shaping crushed aggregate placed around and behind guardrail posts in accordance with plan details.

Method of Measurement: The aggregate for constructing the Guardrail Aggregate Erosion Control will be measured in Tons (Metric Tons).

The Geotextile Fabric will not be measured for payment.

Basis of Payment: Guardrail Aggregate Erosion Control will be paid for at the contract unit price per Ton (Metric Ton) for GUARDRAIL AGGREGATE EROSION CONTROL measured as specified herein. The Geotextile Fabric will not be measured for payment, but shall be included in the cost per Ton (Metric Ton) for GUARDRAIL AGGREGATE EROSION CONTROL.

**TRAFFIC BARRIER TERMINALS, TYPE 6**

Effective July 31, 2009

This work shall be completed in accordance with Section 631 of the Standard Specifications, plan details, and as stated herein.

At the locations shown in the plans the traffic barrier terminal shall meet all the requirements of NCHRP 350 but will be installed to match the detail shown in the plans named "Steel Plate Beam Guardrail, Pre-Midwest Guardrail System". These locations are not intended to match the Midwest Guardrail System height and post spacing requirements.

**TRAFFIC BARRIER TERMINALS, TYPE 2**

Effective July 31, 2009

This work shall be completed in accordance with Section 631 of the Standard Specifications, plan details, and as stated herein.

At the locations shown in the plans the traffic barrier terminal shall meet all the requirements of NCHRP 350 but will be installed to match the detail shown in the plans named "Steel Plate Beam Guardrail, Pre-Midwest Guardrail System". These locations are not intended to match the Midwest Guardrail System height and post spacing requirements.

**TRAFFIC CONTROL PLAN**

Effective: December 12, 2019

Traffic control shall be in accordance with the applicable sections of the “Standard Specifications for Road and Bridge Construction,” the applicable guidelines contained in the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways,” these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The Contractor shall be responsible for coordinating all traffic control with the contractor for the adjacent contract 68C89 from the November 2019 letting. Contract 68C89 closes sections of I-74 for deck construction on the Murray Baker Bridge over the Illinois River.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the “Standard Specifications for Road and Bridge Construction” and the following Highway Standards relating to traffic control:

701101	701106	701400	701401	701406
701411	701428	701456	701701	701901

Specific traffic control requirements for each proposed Dynamic Message Sign location shall be as follows:

Location #1: I-74 EB at Nebraska Avenue

- Two lanes shall remain open on eastbound I-74 at all times (currently a three-lane section).
- No overnight lane closures without prior approval of the Engineer.

Location #2: I-74 EB at Fayette Street Ramp

- Guardrail shall be installed prior to starting work on the sign foundation.
- Two lanes shall remain open on eastbound I-74 at all times (currently a three-lane section).
- No overnight lane closures without prior approval of the Engineer.

Location #3: I-74 WB east of Washington Street

- Attenuator and pad shall be constructed prior to starting work on the sign foundation.
- Two lanes shall remain open on westbound I-74 at all times between the hours of 6:00 A.M. and 9:00 A.M. Monday through Friday (currently a two-lane section).
- No overnight lane closures without prior approval of the Engineer.

Location #4: I-74 WB at Main Street

- Two lanes shall remain open on westbound I-74 at all times (currently a two-lane section).
- No traffic control shall be installed on the WB I-74 on-ramp from Camp Street between the hours of 6:00 A.M. and 9:00 A.M. Monday through Friday.
- Traffic shall be maintained on the WB I-74 on-ramp from Camp Street and the WB I-74 on-ramp from Main Street at all times.

All traffic control devices shall be furnished, erected, maintained, and removed by the Contractor in accordance with the Standard Specifications. Where possible, all post-mounted signs shall be placed a minimum of two feet (2') (0.6 m) beyond the curb or edge of shoulder. Proposed sign spacing may be modified as approved by the Engineer in order to meet existing field conditions or to prevent obstruction of the motorist's view of permanent signing and lane restrictions at all times.

Method of Measurement: Traffic Control and Protection will be measured by the unit "Lump Sum", complete.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which shall be payment in full for all labor, materials, and equipment required to furnish, install, and remove the traffic control with the Highway Standards listed above.

### **PCC QC/QA ELECTRONIC REPORTS SUBMITTAL**

Effective April 26, 2013

Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

### **PCC AUTOMATIC BATCHING EQUIPMENT**

Effective April 23, 2010

Revised November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a)(7) of the Standard Specifications.

### **SYSTEM IMPLEMENTATION, EQUIPMENT INTEGRATION AND SUPPORT**

The Contractor shall install the ITS components at the locations indicated on the plans.

All ITS components shall be subject to a 30 day burn-in period. During the "burn-in" period, all components shall perform continuously, without any interruption of operation, for a period of thirty days. In the event that there are operational problems during the burn-in period, the burn-in period shall reset back to day one.

The Department will program the ITS components and integrate them into the existing ITS system.

The Contractor shall be responsible for installing the proposed ITS components in accordance with the plans, specifications, and manufacturers recommended practices.

This work will not be paid for separately but shall be included in the contract bid price.

## **CONTRACT GUARANTEE**

The Contractor shall guarantee all electrical equipment, apparatus, materials, and workmanship provided under the contract for a period of six (6) months after the date of final inspection according to Article 801.14.

All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operations shall be delivered to the Engineer prior to the acceptance of the project, with the following warranties and guarantees:

1. The manufacturer's standard written warranty for each piece of electrical equipment or apparatus furnished under the contract.
2. The Contractor's written guarantee that, for a period of six (6) months after the date of final inspection of the project, all necessary repairs to or replacement of said warranted equipment, or apparatus shall be made by the Contractor at no cost to the Department.
3. The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of 6 months after final inspection of the project.

## **POT-HOLING FOR LOCATION OF EXISTING UNDERGROUND UTILITIES**

Potholing to locate existing underground utilities shall be included in the contract bid price for the conduit pay items.

Removal and replacement of existing sidewalk, pavement, and islands only for utility locating purposes will not be paid for separately but shall be included in the contract bid price for the conduit pay items.

## **CONSTRUCTION PERMITS**

The Contractor shall be responsible for obtaining all required permits from counties, municipalities, and other entities prior to beginning work. The Contractor shall pay all costs associated with obtaining the permits.

Basis of Payment. This work will not be paid for separately but shall be included in the contract bid price.

## **AS-BUILT DOCUMENTATION**

The Contractor shall locate all proposed conduit, communication vaults, handholes, junction boxes, light poles, and camera poles every 100 feet using a GIS locating device that is accurate to the nearest foot.

The Contractor shall provide a GIS based map of the conduit route and a complete listing of all of map coordinates in an electronic format (Google Earth KML or KMZ shape file).

Basis of Payment. This work will not be paid for separately but shall be included in the contract bid price.

## **SEEDING, MINOR AREAS**

Effective July 1, 1990

Revised January 1, 2007

Seeding, fertilizing, and mulching shall be done in accordance with Article 250 of the Standard Specifications except for the following revisions:

All areas disturbed by the work performed shall be seeded, fertilized, and mulched in accordance with Article 251.03(a). The materials may be purchased locally and placed as directed by the engineer.

The estimated area is approximately 0.10 acre. The seed mixture shall be applied at 100 pounds/acre (110 kg/ha). The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications and be approved by the engineer.

The fertilizer nutrients shall be applied at a rate of 270 lbs. (300 kg) of actual nutrients per acre (hectare). The fertilizer furnished shall be ready mixed material having a ratio of (1-1-1).

The contractor shall provide the engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients.

The seed, fertilizer, and mulch will not be measured for payment but shall be included in the contract bid price for the pay items for UNDERGROUND CONDUIT and UNIT DUCT of the size and type specified.

## **HANDHOLE, PORTLAND CEMENT CONCRETE**

This work shall consist of furnishing the materials and constructing a handhole in accordance with the applicable Articles of Section 814 and 1088 of the Standard Specifications with the following modifications:

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of 1/2" in the proposed handhole. The Contractor shall submit this material to the Engineer prior to construction of the handholes.

The lid shall be marked with the legend "Traffic Signals".

Pre-cast handholes are not allowed.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

Basis of Payment: This work will be paid for at the contract unit price Each for HANDHOLE, PORTLAND CEMENT CONCRETE which price shall be payment in full for all labor, materials, and equipment required to provide the handhole described above as well as any necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

### **HEAVY-DUTY HANDHOLE, PORTLAND CEMENT CONCRETE**

This work shall consist of furnishing the materials and constructing a heavy-duty handhole in accordance with the applicable Articles of Section 814 and 1088 of the Standard Specifications with the following modifications:

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of 1/2" in the proposed handhole. The Contractor shall submit this material to the Engineer prior to construction of the handholes.

The lid shall be marked with the legend "Traffic Signals".

Pre-cast handholes are not allowed.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

Basis of Payment: This work will be paid for at the contract unit price Each for HEAVY-DUTY HANDHOLE, PORTLAND CEMENT CONCRETE which price shall be payment in full for all labor, materials, and equipment required to provide the heavy-duty handhole described above as well as any necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

**FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM24F**

This work shall be in accordance with Sections 801, 864, 871, and 1076 of the Standard Specifications except as modified herein.

The Contractor shall furnish two new twelve fiber termination enclosures and install them inside the existing CCTV cabinet. The Contractor shall terminate twelve single mode fibers from each cable end with ST connectors.

Each cable shall be clearly labeled in each cabinet utilizing a durable computer-generated label. The label shall contain information in regards to the location where the cable is going to or coming from, buffer tube, and fiber color. The Contractor shall provide numerical foot marking data at each handhole, vault, and cabinet to the Department.

All terminated fibers shall be clearly labeled.

Fibers not being used shall be labeled "spare", and fibers not attached to a distribution enclosure shall be capped and sealed.

All ancillary components, required to complete the fiber optic cable plant, including but not limited to, moisture and water sealants, cable caps, fan-out kits, weather-proof splice kits, boots, cable trays, splice enclosures, termination panels, etc., shall be supplied under this pay item and will not be paid for separately. These items shall be submitted to the Department for approval.

The fiber optic cable shall be clearly marked in each handhole, communication vault, and cabinet with a brightly colored (orange or yellow) weather resistant label securely attached to the cable.

The Contractor shall provide and install a 12 Ga., stranded (EPR-TYPE RHW or THHN), insulated tracer cable in all conduits that contain fiber optic cable and do not contain an existing tracer wire. This work shall be done at the same time the fiber optic cable is pulled. There will be no additional compensation for this work.

Materials. The single-mode, fiber optic cable shall incorporate a loose, buffer-tube design. The cable shall conform to the requirements of RUS 7 CFR1755.900 (PE-90) for a single sheathed, non-armored cable, and shall be new, unused and of current design and manufacture. The number of fibers in each cable shall be as specified on the plans.

Construction Requirements:

Experience Requirements.

Personnel involved in the installation, splicing and testing of the fiber optic cables shall meet the following requirements:

A minimum of three (3) years' experience in the installation of fiber optic cables, including splicing, terminating and testing single mode fibers.

Install two systems where fiber optic cables are outdoors in conduit and where the systems have been in continuous satisfactory operation for at least two years. The Contractor shall submit as proof, photographs or other supporting documents, and the names, addresses and telephone numbers of the operating personnel who can be contacted regarding the installed fiber optic systems.

One fiber optic cable system (which may be one of the two in the preceding paragraph), which the Contractor can arrange for demonstration to the Department representatives and the Engineer.

Installers shall be familiar with the cable manufacturer's recommended procedures for installing the cable. This shall include knowledge of splicing procedures for and equipment being used on this project and knowledge of all hardware such as breakout (furcation) kits and splice closures. The Contractor shall submit documented procedures to the Engineer for approval and to be used by Construction inspectors.

Personnel involved in testing shall have been trained by the manufacturer of the fiber optic cable test equipment to be used, in fiber optic cable testing procedures. Proof of this training shall be submitted to the Engineer for approval. In addition, the Contractor shall submit documentation of the testing procedures for approval by the Engineer.

Installation in Conduit.

During cable pulling operations, the Contractor shall ensure that the minimum bending of the cable is maintained during the unreeling and pulling operations. Entry guide chutes shall be used to guide the cable into the handhole conduit ports. Lubricating compound shall be used to minimize friction. Corner rollers (wheels), if used, shall not have radii less than the minimum installation-bending radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturers specifically approve the array.

The pulling tension shall be continuously measured and shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks can be used to ensure that the cable tensile strength is not exceeded. The pulling system shall have an audible alarm that sounds whenever a pre-selected tension level is reached. Tension levels shall be recorded continuously and shall be given to the Engineer upon request.

The cable shall be pulled into the conduit as a single component, absorbing the pulling force in all tension elements. The central strength member and Aramid yarn shall be attached directly to the pulling eye during cable pulling. "Basket grip" or "Chinese-finger type" attachments, which only attach to the cable's outer jacket, shall not be permitted. A breakaway swivel, rated at 95% of the cable manufacturer's approved maximum tensile loading, shall be used on all pulls. When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

Splicing Requirements:

Splices shall be made at locations shown on the Plans. Any other splices shall be permitted only with the approval of the Engineer. The Contractor shall submit a splicing plan to the Department for approval.

Operation and Maintenance Documentation:

After the fiber optic cable plant has been installed, two (2) complete sets of Operation and Maintenance Documentation shall be provided. The documentation shall, as a minimum, include the following:

- Complete and accurate as-built diagrams showing the entire fiber optic cable plant including locations of all splices.
- Final copies of all approved test procedures.
- Complete performance data of the cable plant showing the losses at each terminal connector.
- Complete parts list including names of vendors.
- Electronic Testing Files (OTDR traces, power meter data, etc.)

Testing Requirements:

Testing shall be in accordance with Article 801.13 except where modified by this special provision.

The Contractor shall submit detailed test procedures for approval by the Engineer. All continuous fiber runs shall be tested bi-directionally at both 1310 nm and 1550 nm with a power meter and optical source and OTDR. For testing, intermediate breakout fibers may be concatenated and tested end-to-end. Any discrepancies between the measured results and these specifications will be resolved to the satisfaction of the Engineer.

The Contractor shall provide the date, time and location of any tests required by this specification to the Engineer at least 5 days before performing the test. Upon completion of the cable installation, splicing, and termination, the Contractor shall test all fibers in each link for continuity and attenuation. The test procedure shall be as follows:

A Certified Technician utilizing an Optical Source/Power Meter and OTDR shall conduct the testing. The Technician is directed to conduct the test using the standard operating procedures defined by the manufacturer of the test equipment. All fibers installed shall be tested in both directions.

At the completion of the test, the Contractor shall provide two copies of documentation of the test results to the Engineer. The test documentation shall be bound and shall include the following:

Cable & Fiber Identification:

Cable ID  
Cable Location – beginning and end point  
Fiber ID, including tube and fiber color  
Operator Name  
Date & Time  
Setup Parameters  
Wavelength  
Pulse width (OTDR)  
Refractory index (OTDR)  
Range (OTDR)  
Scale (OTDR)  
Setup Option chosen to pass OTDR “dead zone”

Test Results:

Optical Source/Power Meter

Total Attenuation  
Attenuation (dB/km)

These results shall be provided in tabular form. The following shall be the criteria for the acceptance of the cable:

The test results shall show that the dB/km loss does not exceed +3% of the factory test or 1% of the cable's published production loss. However, no event shall exceed 0.10 dB. If any event is detected above 0.10 dB, the Contractor shall replace or repair the proposed fiber and/or fusion splice and connector including that event point.

The total dB loss of the cable, less events, shall not exceed the manufacturer's production specifications as follows: 0.5 dB/km at both 1310 and 1550 nm.

If the total loss exceeds these specifications, the Contractor shall replace or repair that cable run at the Contractor's expense, both labor and materials. Elevated attenuation due to exceeding the pulling tension during installation shall require the replacement of the cable run at the Contractor's expense, including labor and materials.

The Contractor shall label the destination of each trunk cable onto the cable in each handhole and termination panel.

Slack Storage of Fiber Optic Cables.

A part of this pay item, slack fiber shall be supplied as necessary to allow splicing the fiber optic cables in a controlled environment, such as a splicing van or tent. After splicing has been completed, the slack fiber shall be stored underground in handholes and in the traffic controller cabinets.

The amount of slack cable listed in Article 873.03 shall be revised as follows:

<u>Location</u>	<u>Length of Slack Cable (Ft.)</u>
Communications Vault	100.0
Double Handhole	30.0
Handhole	10.0
CCTV or Signal Cabinet	10.0
Junction Box	10.0
Equipment Cabinet	3.0

Basis of Payment: This work will be paid for at the contract unit price per Foot for FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM24F and shall be payment in full for all labor, equipment, and materials required to provide, install, terminate, splice, and test the fiber optic cable described above, complete.

## **FUSION SPLICING OF FIBER OPTIC CABLES**

Description. The Contractor will splice optical fibers from different cable sheaths and protect them with a splice closure at the locations shown on the Plans. Fiber splicing consists of in-line fusion splices for all fibers described in the cable plan at the particular location.

Two types of splices are identified. A mainline splice includes selected fibers from each cable run as shown in the plan sheets. In a lateral splice, the buffer tubes in the mainline cable are dressed out and those fibers identified on the plans are accessed in and spliced to lateral cables.

### Materials.

#### Splice Closures:

Splice closures shall be designed for use under the most severe conditions such as moisture, vibration, impact, cable stress and flex temperature extremes as demonstrated by successfully passing the factory test procedures and minimum specifications listed below:

#### Physical Requirements:

The closures shall provide ingress for up to four cables in a butt configuration.

The closure shall prevent the intrusion of water without the use of encapsulates.

The closure shall be capable of accommodating splice organizer trays that accept mechanical, or fusion splices. The splice closure shall have provisions for storing fiber splices in an orderly manner, mountings for splice organizer assemblies, and space for excess or un-spliced fiber. Splice organizers shall be re-enterable. The splice case shall be UL rated.

Closure re-entry and subsequent reassembly shall not require specialized tools or equipment. Further, these operations shall not require the use of additional parts.

The splice closure shall have provisions for controlling the bend radius of individual fibers to a minimum of 1.5 in (38 mm).

#### Factory Testing of Splice Closures:

**Compression Test:** The closure shall not deform more than 10% in its largest cross-sectional dimension when subjected to a uniformly distributed load of 1335 N at a temperature of 0°F and 100°F (-18°C and 38°C). The test shall be performed after stabilizing at the required temperature for a minimum of two hours. It shall consist of placing an assembled closure between two flat parallel surfaces, with the longest closure dimension parallel to the surfaces. The weight shall be placed on the upper surface for a minimum of 15 minutes. The measurement shall then be taken with weight in place.

**Impact Test:** The assembled closure shall be capable of withstanding an impact of 28 N-M at temperatures of 0°F and 100°F (-18°C and 38°C). The test shall be performed after stabilizing the closure at the required temperature for a minimum of 2 hours. The test fixture shall consist of 20 lb (9 kg) cylindrical steel impacting head with a 2 in (5 cm) spherical radius at the point where it contacts the closure. It shall be dropped from a height of 12 in (30 cm). The closure shall not exhibit any cracks or fractures to the housing that would preclude it from passing the water immersion test. There shall be no permanent deformation to the original diameter or characteristic vertical dimension by more than 5%.

**Cable Gripping and Sealing Testing:** The cable gripping and sealing hardware shall not cause an increase in fiber attenuation in excess of 0.05 dB/fiber @ 1550 nm when attached to the cables and the closure assembly. The test shall consist of measurements from six fibers, one from each buffer tube or channel, or randomly selected in the case of a single fiber bundle. The measurements shall be taken from the test fibers before and after assembly to determine the effects of the cable gripping and sealing hardware on the optical transmission of the fibers.

**Vibration Test:** The splice organizers shall securely hold the fiber splices and store the excess fiber. The fiber splice organizers and splice retaining hardware shall be tested per EIA Standard FOTP-II, Test Condition I. The individual fibers shall not show an increase in attenuation in excess of 0.1 dB/fiber.

**Water Immersion Test:** The closure shall be capable of preventing a 10 ft (3 m) water head from intruding into the splice compartment for a period of 7 days. Testing of the splice closure is to be accomplished by the placing of the closure into a pressure vessel and filling the vessel with tap water to cover the closure. Apply continuous pressure to the vessel to maintain a hydrostatic head equivalent to 10 ft (3 m) on the closure and cable. This process shall be continued for 30 days. Remove the closure and open to check for the presence of water. Any intrusion of water in the compartment containing the splices constitutes a failure.

**Certification:** It is the responsibility of the Contractor to ensure that either the manufacturer, or an independent testing laboratory has performed all of the above tests, and the appropriate documentation has been submitted to the Department. Manufacturer certification is required for the model(s) of closure supplied. It is not necessary to subject each supplied closure to the actual tests described herein.

Construction Requirements.

The closure shall be installed according to the manufacturer's recommended guidelines. For all splices, the cables shall be fusion spliced.

The Contractor shall prepare the cables and fibers in accordance with the closure and cable manufacturers' installation practices. A copy of these practices shall be provided to the Engineer 21 days prior to splicing operations.

Using a fusion splicer, the Contractor shall optimize the alignment of the fibers and fuse them together. The Contractor shall recoat the fused fibers and install mechanical protection over them.

Upon completing all splicing operations for a cable span, the Contractor shall measure the mean bi-directional loss at each splice using an Optical Time Domain Reflectometer. This loss shall not exceed 0.1 dB.

The Contractor shall measure the end-to-end attenuation of each fiber optic link, from connector to connector, using an optical power meter and source. This loss shall be measured from both directions and shall not exceed 0.5 dB per installed kilometer of single mode cable. Measurements shall be made at both 1300 and 1550 nm for single mode cable. For multimode cable, power meter measurements shall be made at 850 and 1300 nm. The end-to-end attenuation shall not exceed 3.8 dB/installed kilometers at 850nm or 1.8 dB per installed kilometer at 1300nm for multimode fibers.

As directed by the Engineer, the Contractor at no additional cost to the Department shall replace any cable splice not satisfying the required objectives.

The Contractor shall secure the Splice Closure to the side of the splice facility using cable support brackets. All cables shall be properly dressed and secured to rails or racks within the handhole or traffic signal cabinet. No cables or enclosures will be permitted to lie on the floor of the splice facility. Cables that are spliced inside a building will be secured to the equipment racks or walls as appropriate and indicated on the Plans.

Basis of Payment. This work will not be paid for separately but shall be included in the bid price for the fiber optic cable pay items.

## **TERMINATION OF FIBER OPTIC CABLES WITH FUSION SPLICED ST CONNECTORS**

Description. The Contractor shall terminate a single mode fiber by fusion splicing a factory-formed ST connector (from a pre-formed fiber optic pigtail) onto a field fiber at the locations shown on the Plans.

Materials. The Contractor shall be responsible for ensuring that the pre-formed pigtail fiber is compatible with the field fiber that it will be fusion splice to.

The splice shall be protected with a protection sleeve/enclosure that will secure both cables and prevent cable movement.

The fiber optic patch cords shall meet or exceed the following specifications:

- High-quality 125um fiber optics
- 900um tight buffer construction
- Aramid yarn individually protected
- Duplex construction
- Stress relief boots color coded (Tx/Rx)
- ST connectors with high-grade zirconia ferrule
- Insertion Loss < 0.2 dB @ 1310 / 1550 nm
- Return Loss < -58 dB @ 1310 / 1550 nm
- Compliant with ANSI/TIA/EIA 568-B.3
- TIA/EIA-604, FOCIS-2

The Contractor shall submit a shop drawing of all proposed components to the Engineer for approval prior to commencing construction.

### Construction Requirements.

The Contractor shall prepare the cables and fibers in accordance with the cable manufacturers' installation practices. A copy of these practices shall be provided to the Engineer 21 days prior to splicing operations.

Using a fusion splicer, the Contractor shall optimize the alignment of the fibers and fuse them together. The Contractor shall recoat the fused fibers and install mechanical protection over them.

Upon completing all splicing operations for a cable span, the Contractor shall measure the mean bi-directional loss at each connector using an Optical Time Domain Reflectometer. This loss shall not exceed the loss of the fusion splice (0.1 dB) plus the loss of the connector (typically 0.75 dB).

As directed by the Engineer, the Contractor at no additional cost to the Department shall replace any cable splice and/or connector not satisfying the required objectives.

Basis of Payment: This work will not be paid for separately but shall be included in the bid price for the fiber optic cable pay items.

**ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C**

This work shall be in accordance with the applicable articles of Sections 807, 817 and 1066 of the Standard Specifications with the following modifications:

This work shall consist of furnishing and installing a grounding wire to connect all proposed ITS cabinets and camera poles in accordance with NEC requirements.

The proposed ground wire shall be an insulated #6 XLP green copper conductor. This wire shall be bonded to all items and their associated ground rods utilizing mechanical lugs and bolts. This wire may be made continuous by splicing in the adjacent handholes with compression lugs. Split bolts will not be allowed.

The grounding wire shall be bonded to the grounded conductor at the service disconnect per the NEC.

All clamps, hardware, and other materials required shall be included.

Basis of Payment: This work will be paid for at the contract unit price per Foot for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C which price shall be payment in full for all labor, materials, and equipment required to furnish and install the grounding wire described above.

## **CLOSED-CIRCUIT TELEVISION DOME CAMERA, HD**

Description. This work shall consist of furnishing and installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly, camera brackets, and all other items required for installation and operation. This assembly shall contain all components identified in the Materials Section and shall be configured as indicated on the plan sheets.

### Materials.

The CCTV camera shall be an Axis Model Q6055-E Dome Camera Assembly for integration into the existing District 4 ITS system.

The Contractor shall provide all materials required to install the proposed camera on the proposed sign structure camera mast as shown on the plan sheets.

The Contractor shall submit catalog cut sheets to the Department for all items (mounting brackets, hardware, etc.) that will be utilized for review prior to commencing work.

The Department will program the cameras.

The camera shall meet or exceed the following specifications:

### CAMERA

VIDEO:	60 Hz (NTSC), 50 Hz (PAL)
IMAGE SENSOR:	½.8" progressive scan CMOS
LENS:	4.44–142.6 mm, F1.6–4.41 Horizontal angle of view: 62.8°–2.23° Vertical angle of view: 36.8°–1.3° Autofocus, auto-iris
DAY AND NIGHT:	Automatically removable infrared-cut filter
MINIMUM ILLUMINATION:	Color: 0.3 lux at 30 IRE F1.6 B/W: 0.03 lux at 30 IRE F1.6 Color: 0.5 lux at 50 IRE F1.6 B/W: 0.04 lux at 50 IRE F1.6
SHUTTER TIME: NTSC:	1/33000 s to 1/3 s with 50 Hz 1/33000 s to ¼ s with 60 Hz

PAN/TILT/ZOOM: Pan: 360° endless, 0.05° - 450°/s  
Tilt: 220°, 0.05°-450°/s  
32x optical zoom and 12x digital zoom, total 384x zoom  
E-flip, 256 preset positions, Tour recording, Guard tour, Control queue, On-screen directional indicator, Set new pan 0°, Adjustable zoom speed

## VIDEO

VIDEO COMPRESSION: H.264 (MPEG-4 Part 10/AVC), Motion JPEG

RESOLUTIONS: HDTV 1080p 1920x1080 to 320x180  
HDTV 720p 1280x720 to 320x180

FRAME RATE (H.264): Up to 60/50 fps (60/50 Hz) in HDTV 720p  
Up to 30/25 fps (60/50 Hz) in HDTV 1080p

VIDEO STREAMING: Multiple, individually configurable streams in H.264 and Motion JPEG, Axis' Zipstream technology, Controllable frame rate and bandwidth, VBR/MBR H.264

IMAGE SETTING: Manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, fine tuning of behavior at low light, rotation: 0°, 180°, text and image overlay, 32 individual 3D privacy masks, image freeze on PTZ, automatic defog, backlight compensation  
Wide Dynamic Range (WDR): Up to 120 dB depending on scene, highlight compensation

## NETWORK

SECURITY: Password protection, IP address filtering, HTTPSa encryption, IEEE 802.1Xa network access control, Digest authentication, User access log, Centralized Certificate Management

PROTOCOLS: Ipv4/v6, HTTP, HTTPSa, SSL/TLSa, QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP/TM, SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, SFTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH, NTCIP

## SYSTEM INTEGRATION

APPLICATION PROG  
INTERFACE: Open API for software integration, including VAPIX®  
and AXIS Camera Application Platform; specifications at  
[www.axis.com](http://www.axis.com), AXIS Video Hosting System (AVHS) with One-Click  
Connection, ONVIF Profile S, specification at [www.onvif.org](http://www.onvif.org)

ANALYTICS: Video motion detection, Autotracking, Active Gatekeeper  
Basic Analytics (not to be compared with third-party analytics):  
Object removed, Enter/Exit detector, Fence detector, Object  
Counter, Highlight compensation, Support for AXIS Camera  
Application Platform enabling installation of third-party  
applications, see [www.axis.com/acap](http://www.axis.com/acap)

EVENT TRIGGERS: Detectors: Live stream accessed, Video motion detection, Shock  
Detection, Object removed, Enter/Exit detector, Fence detector,  
Object counter; Hardware: Fan, Network, Temperature, Casing  
Open; PTZ: Autotracking, Error, Moving, Ready, Preset Reached;  
Storage: Disruption, Recording; System: System Ready; Time:  
Recurrence, Use Schedule; Input signal: Manual trigger, Virtual  
input

EVENT ACTIONS: Day/night mode, overlay text, video recording to edge storage,  
pre- and post-alarm video buffering, send SNMP trap  
PTZ: PTZ preset, start/stop guard tour  
File upload via FTP, SFTP, HTTP, HTTPS network share and  
Email; Notification via email, HTTP, HTTPS and TCP

DATA STREAMING Event data

BUILT IN INSTALLATION  
AIDS Pixel Counter

## GENERAL

CASING: IP66-, NEMA 4X- and IK10-rated  
Metal casing (aluminum), polycarbonate (PC) clear dome,  
sunshield (PC/ASA)

SUSTAINABILITY: PVC Ffree

MEMORY: 512 MB RAM, 128 MB Flash

POWER CAMERA: Axis High PoE midspan 1-port: 100–240 V AC, max 74 W  
Camera consumption: typical 16 W, max 60 W

CONNECTORS: RJ45 10BASE-T/100BASE-TX PoE, RJ45 Push-pull Connector  
(IP66) included

EDGE STORAGE:	Support for SD/SDHC/SDXC card Support for recording to dedicated network-attached storage (NAS); For SD card and NAS recommendations see <a href="http://www.axis.com">www.axis.com</a>
OPERATING CONDITIONS:	With 30 W midspan: -20°C to 50°C (-4°F to 122°F) With 60 W midspan: -50°C to 50°C (-58°F to 122°F) Maximum temperature (intermittent): 60°C (140°F) Arctic Temperature Control: Start-up as low as -40°C (-40°F) Humidity 10–100% RH (condensing)
APPROVALS:	EMC: EN 55022 Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 22 Class A, KCC KN32 Class A, KN35  Safety: IEC/EN/UL 60950-1, IEC/EN/UL 60950-22  Environment: EN 50121-4, IEC 62236-4, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60721-4-3, NEMA 250 Type 4X, IEC 60068-2-30, IEC 60068-2-60, IEC 60068-2-78, IEC/EN 60529 IP66, NEMA TS-2-2003 v02.06, Subsection 2.2.7, 2.2.8, 2.2.9; IEC 62262 IK10, ISO 4892-2  Midspan: EN 60950-1, GS, UL, cUL, CE, FCC, VCCI, CB, KCC, UL-AR
WEIGHT:	3.7 kg (8.2 lb.)
INCLUDED ACCESSORIES:	Axis High PoE 60 W midspan 1-port, RJ45 Push-pull Connector (IP66), Sunshield, Installation Guide, Windows decoder 1-user license
VIDEO MANAGEMENT SOFTWARE:	AXIS Camera Companion, AXIS Camera Station, Video management software from Axis' Application Development Partners available on <a href="http://www.axis.com/techsup/software">www.axis.com/techsup/software</a>
WARRANTY:	Axis 3-year warranty and AXIS Extended Warranty option

### Environmental Enclosure/Housing

The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed enclosure. If the option exists in the standard product line of the manufacturer, the assembly shall be supplied with an integral sun shield. The enclosure shall be fully water and weather resistant with a NEMA 4 rating or better.

The camera dome shall be constructed of distortion free acrylic or equivalent material that must not degrade from environmental conditions. The environmental housing shall include a camera-mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector. An integral fitting compatible with a standard 1-1/2 in (38.1 mm) NPT pipe, suitable for outdoor pendant mounting shall also be provided.

The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall turn on when the temperature within the enclosure falls below 40°F (4.4°C). The heater shall turn off when the temperature exceeds 60°F (15.6°C). The heater will minimize internal fogging of the dome faceplate when the assembly is operated in cold weather.

In addition, a fan shall be provided as part of the enclosure. The fan will provide airflow to ensure effective heating and to minimize condensation.

The enclosure shall be equipped with a hermetically sealed, weatherproof connector, located near the top for external interface with power, video, and control feeds.

### CCTV Dome Camera Mounting Supports

The Contractor shall furnish and install an Axis Pole Mount Bracket T91L61 (Part Number 5801-721) for camera installation on traffic signal mast arms and CCTV camera poles and stainless-steel banding as required.

Mounting supports shall be configured as shown on the camera support detail plans and as approved by the Engineer. Mount shall be of aluminum construction with enamel or polyester powder coat finish. Braces, supports, and hardware shall be stainless steel. Wind load rating shall be designed for sustained gusts up to 90 mph (145 km/hr), with a 30% gust factor. Load rating shall be designed to support up to 75 lbs. (334 N). For roof or structural post/light pole mounting, mount shall have the ability to swivel inward for servicing. The mounting flange shall use standard 1-1/2" inch (38.1 mm) NPT pipe thread.

### Connecting Cables

The Contractor shall furnish and install outdoor rated, shielded CAT 5E cable. The cable shall be terminated using the IP66 rated RJ-45 connector on the camera end and a shielded RJ-45 connector in the cabinet. The Contractor shall test the cable prior after termination.

Cable will be paid for separately under the pay item CAT 5 ETHERNET CABLE.

### Construction Requirements.

### General

The Contractor shall prepare a shop drawing detailing the complete CCTV Dome Camera Assembly and installation of all components to be supplied for approval of the Engineer. Particular emphasis shall be given to the cabling and the interconnection of all of the components.

The Contractor shall install the CCTV dome camera assembly at the locations indicated in the Plans. The CCTV Dome Camera Assembly shall be mounted on a pole, wall, or other structure.

### Testing

The Contractor shall test each installed CCTV Dome Camera Assembly. The test shall be conducted from the field cabinet using the standard communication protocol and a laptop computer. The Contractor shall verify that the camera can be fully exercised and moved through the entire limits of Pan, Tilt, Zoom, Focus and Iris adjustments, using both the manual control and presets. The Contractor shall maintain a log of all testing and the results. A representative of the Contractor and a representative of the Engineer shall sign the log as witnessing the results. Records of all tests shall be submitted to the Engineer prior to accepting the installation.

Method of Measurement. The closed-circuit television dome camera bid item will be measured for payment by the actual number of CCTV dome camera assemblies furnished, installed, tested, and accepted.

Basis of Payment. Payment will be made at the contract unit price for Each CLOSED-CIRCUIT TELEVISION DOME CAMERA, HD including all equipment, material, testing, documentation, and labor detailed in the contract documents for this bid item.

## **CAT 5 ETHERNET CABLE**

This work shall be in accordance with Sections 873, 1076, and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing an outdoor rated CAT5E cable in conduits, handholes, and poles.

The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed for Outdoor Above- Ground or Conduit Duct applications
- Cat5E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard
- Shielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant
- Water Blocking Gel

Basis of Payment: This work will be paid for at the contract unit price per Foot for CAT 5 ETHERNET CABLE, which shall be payment in full for all labor, equipment, and materials required to provide and install the cable described above, complete.

## FIBER OPTIC ETHERNET DROP AND REPEAT SWITCH

The Contractor shall furnish a fiber optic drop and repeat switch (material only) complete with the accessories specified below and deliver it to the Department.

The fiber optic drop and repeat switch shall meet or exceed the following minimum specifications:

Approved Models: Antaira (Axeon) Technologies Model LNX-0702C-SFP-T (7-Port (5-port 10/100T + 2 10/100/1000T SFP ports Industrial Ethernet Switch, Wide Operating Temperature) or approved equal.

- Features:
- 5-Port 10/100TX + 2-Port 10/100/1000T/Mini-GBIC Combo
  - Store-and-Forward Switching Architecture
  - 10Gbps Back-Plane (Switching Fabric)
  - 1 Mbits Memory Buffer
  - 8K MAC Address Table
  - Wide-Range Redundant Power Design
  - Power Polarity Reserve Protect
  - Provides EFT Protection 3000 VDC for Power Line
  - Supports 6000 VDC Ethernet ESD Protection
  - IP30 Rugged Aluminum Case Design
  - 5-Year Warranty
- Standard:
- IEEE 802.3 10BaseT Ethernet
  - IEEE 802.3u 100BaseTX Fast Ethernet
  - IEEE 802.z Gigabit Fiber
  - IEEE 802.3x Flow Control and Back-Pressure
- Protocol:
- CSMA/CD
- Switch Architecture:
- Back-Plane (Switching Fabric): 10Gbps
- Transfer Rate:
- 14,880pps for Ethernet Port
  - 148,800pps for Fast Ethernet Port
  - 1,488,000pps for Gigabit Fiber Ethernet Port
- MAC Address:
- 8K MAC Address Table
- Memory Buffer:
- 7,926 pps (default)
- LED:
- Unit: Power 1, Power 2, Fault
  - 10/100 TX: Link/Activity, Full Duplex/Collision
  - Gigabit Copper: Link/Activity, Speed
  - SFP: Link/Activity

- Connector:
- 10/100T: 5 x RJ-45
  - 100/1000T: 2 x 100/1000 SFP Sockets
- Network Cable:
- 10BaseT: 2-pair UTP/STP Cat. 3, 4, 5 cable EIA/TIA-568 100-ohm (100m)
  - 100BaseTX: 2-pair UTP/STP Cat. 5 cable EIA/TIA-568 100-ohm (100m)
- Power Supply:
- DC 12 ~ 48V, Redundant Power with Polarity Reverse Protect Function and Removable Terminal Block
- Power Consumption:
- 6 Watts
- Reverse Polarity Protection:
- Present
- Overload Current Protection:
- Present
- Mechanical:
- Casing: IP30 Metal Case
  - Dimension (W x H x D): 30 x 99 x 142 mm
  - Installation: DIN-Rail/Wall Mountable
- Weight:
- Unit Weight: 1.3 lbs.
  - Shipping Weight: 1.7 lbs.
- Operation Temperature:
- Wide Operating Temperature: -40°C to 75°C (-40°F to 176°F)
- Operation Humidity:
- 5% to 95% (Non-condensing)
- Storage Temperature:
- -40C to 85° C
- EMI:
- FCC Class A
  - CE EN6100-4-2/EN6100-4-3/EN6100-4-4/EN6100-4-5/EN6100-4-6
  - /EN6100-4-8/EN6100-4-11/EN6100-4-12/EN6100-6-2/EN6100-6-4
- Stability Testing:
- Shock: IEC60068-2-27
  - Free Fall: IEC60068-2-32
  - Vibration: IEC60068-2-6
- Warranty:
- 5-Year Warranty

The following items shall also be included with each switch:

- SFP Fiber Optic Module – Qty. 2 (Antaira SFP-S20-T, 1.0 Gbps Ethernet SFP Transceiver, Single Mode 20KM / LC / 1310nm, -40°C~85°C)
- Fiber Optic Patch Cables – Qty. 2 (single mode fiber, 1 meter length, duplex, LC/ST connectors)
- Power Supply – Qty. 1 (Antaira DR-45-12, 45 Watt Series Industrial, Single Output, DIN Rail Power Supply, 12V DC, 3.5 Amps)

Basis of Payment: This work will be paid for at the contract unit price per Each for FIBER OPTIC ETHERNET DROP AND REPEAT SWITCH which price shall be payment in full for all labor, materials, and equipment required to provide the fiber optic Ethernet drop and repeat switch and associated equipment and deliver it to the Department.

## ETHERNET MANAGE SWITCH

The Contractor shall furnish an Ethernet switch (material only) complete with the accessories specified below and deliver it to the Department.

The Ethernet switch shall meet or exceed the following minimum specifications:

Approved Models: Antaira (Aaxeon) Technologies Model LNX-804G-SFP-T (8-Port (4-port 10/100/1000TX + 4 10/100/1000T SFP slots Industrial Ethernet Switch, Wide Operating Temperature) or approved equal.

### Technology.

Total Ports:	8
Ethernet Ports:	4 x Gigabit ports (10/100/1,000BaseTx ), auto negotiation speed, full/half duplex mode and auto MDI connection
Fiber Ports:	4 x 100/1,000 SFP Slots
Wavelength:	Refer to SFP Module
Standards:	IEEE 802.3, 802.3u, 802.3ab, 802.3x, 802.3ad, 802.1d, 802.1w, 802.1s, 802.1Q, 802.1X, 802.1p, ITU-T G.8032/Y.1344 ERPS protocol
Protocol:	IGMPv1/v2, SNMPv1/v2c/v3, TFTP, SNTP, SMTP, RMON, HTTP, HTTPS, Telnet, Syslog, DHCP Option 66/67/82, SSH/SSL, Modbus/TCP, LLDP, Ipv4/Ipv6
Industrial Protocol:	ModbusTCP
Jumbo Frame:	9.6 Kbytes
MAC Table Size:	8K

Network Management.

Network Redundancy:	STP, RSTP, MSTP, G.8032 ERPS Ring Redundancy Recovery <50ms
IEEE 802.1Q VLAN:	Port Based, Tag Based, 1 ~ 4094
IGMP Snooping / GMRP:	IGMP v1, v2 and Query Mode. Up to 256 Groups
IEEE 802.1x Authentication:	RADIUS Support
QoS:	Provides 4 Priority Queues per Port
System Alert Email:	By Exception Through Email
Serial Console:	RS-232 (RJ45 jack) with console cable, 115.2Kbps, 8,N,2
Configuration Backup:	USB Port
System Configuration:	Web Console, Telnet, CLI

Power.

Input Voltage:	12 – 48VDC, Redundant
Power Consumption:	15 Watts
Connection:	1 Removable 6-Contact Terminal Block
EFT Protection:	2,000 VDC
ESD Protection:	6,000 VDC
Relay Alarm Contact:	1A @ 24VDC
Reverse Polarity Protection:	Yes
Overload Protection:	Yes

Mechanical.

Enclosure:	Metal, IP30 Protection
Dimensions:	54 x 142 x 99 mm
Weight:	2.5 lbs.
Mounting:	DIN-rail or wall mount
Shock / Vibration:	IEC60068-2-27, IEC60068-2-32, IEC60068-2-6

Ratings

Operating Temperature:	Standard: -10 to 70°C or Extended: -40 to 75°C
Storage Temperature:	-40°C to 85°C
Humidity:	5% to 95% non-condensing
RoHS Compliant:	Yes
Certifications:	FCC, CE, UL-61010-2-201 (Pending)
EMC:	FCC Class A, CE EN6100-4-2, EN6100-4-3, EN6100-4-4, EN6100-4-5, EN6100-4-6, EN6100-4-8, EN6100-6-2, EN6100-6-4
Warranty:	Five-Year Warranty

The following items shall be included with each switch:

- SFP Fiber Optic Module – Qty. 2 (Aaxeon SFP-S20-T, 1.25Gbps Ethernet SFP Transceiver, Single Mode 20KM / LC / 1310nm, -40°C~85°C)
- Fiber Optic Patch Cables – Qty. 2 (single mode fiber, 1 meter length, duplex, LC/ST connectors)
- Power Supply – Qty. 1 (Antaira DR-45-12, 45 Watt Series Industrial, Single Output, DIN Rail Power Supply, 12V DC, 3.5 Amps)

Basis of Payment: This work will be paid for at the contract unit price per Each for ETHERNET MANAGE SWITCH, which price shall be payment in full for all labor, materials, and equipment required to furnish the Ethernet switch described above complete with accessories and deliver it to the Department.

## **TRAFFIC COUNTER**

This work shall consist of furnishing and installing a microwave traffic counter on an existing galvanized steel pole at the locations shown on the plan sheets.

The traffic counter shall be either a Wavetronix Smartsensor or an Image Sensing Solutions RTMS G4 equipped with Ethernet port for integration into the IDOT District 4 ITS and Advanced Traffic Management Software.

The Contractor shall perform the following:

- Furnish and install the power supply and lightning arrestor in the existing equipment cabinet.
- Furnish and install the traffic counter on the existing detector pole in accordance with the manufacturer's recommendations.
- Adjust the rotation, elevation, and azimuth of sensor as directed by the Engineer (IDOT will be on-site during sensor installation to program sensor and verify sensor operation).
- Furnish and install power and data cables.
- Furnish and install all items required for installation and operation including, but not limited to, communication cables, brackets, banding, hardware, etc.
- Remove the existing traffic counter and dispose of it off the right-of-way.

The Department will program the traffic counters and integrate them into the IDOT District 4 ITS and Advanced Traffic Management Software and will be responsible for all labor and materials required for integration.

### Description

This work shall consist of furnishing and installing a complete and operational microwave detector with all necessary hardware and software components. The microwave detector shall be a true presence detector that senses vehicles in several lanes and collects location-specific traffic flow data including lane volumes, occupancy, and speed. The detector shall be mounted in a side-fire configuration, at the side of and well above the traveled way.

The microwave detector includes the following components: a detector assembly, power to the unit, and appurtenant mounting hardware, conduits, and cables. These items shall be installed as shown on the Plans and in accordance with the applicable requirements identified in these Special Provisions.

## Materials

### General

All required components including tools, equipment, cables, materials, supplies, and manufactured articles required to successfully install the components of the microwave detector as shown on the Plans and as specified herein.

All equipment and component parts furnished shall be new, be of the latest design and manufacture, and be in an operable condition at the time of delivery and installation. All parts shall be of high-quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

The design shall be such as to prevent reversed assembly or improper installation of connectors, fasteners, etc. Each item of equipment shall be designed to protect personnel from exposure to high voltage during equipment operation, adjustments, and maintenance.

### Microwave Detector Assembly

Microwave detector assembly includes a microwave detector, mounting brackets or plates, cabling, wiring harnesses, and manufacturer specific setup software connected through a communications cable to a terminal block and a power supply placed in the proposed Type 334 cabinet, to provide a fully functioning vehicle detector installation. All mounting hardware, conduit bushings, conduit straps, cables, wires, connectors, weather heads, etc. necessary to complete the microwave detector special as shown on the Plans and specified herein shall be supplied and installed as recommended by the manufacturer and as approved by the Engineer.

The Contractor shall provide each microwave detector consisting of primarily a detector, mounting bracket, sufficient power and communication cables to go from the detector assembly to a local equipment cabinet that provides power and communications services, and a power supply and terminal block inside the equipment cabinet.

Microwave Detector

The microwave vehicle detector shall meet or exceed the following requirements:

- Above-pavement installation. The subsystem shall not be embedded in or beneath the traveled way.
- Easy to install, adjust and remove.
- Fully programmable to support a variety of applications.
- Designed for roadside installation in a “side-fire” configuration, with each detector capable of detecting vehicles in several lanes of traffic.
- Resistant to degradation by weather or normal changes in other environmental conditions.
- Outputs processed data including speed, volume, occupancy and detector errors for up to 8 detection zones from each field device. This information shall be available via a serial communications port in the cabinet.
- Transmitter power, if required, shall not exceed 10 milliwatts.
- The microwave detector’s vehicle detection range shall be from  $\leq 5$  ft. (1.5 m) to  $\geq 197$  ft. (60 m) with an elevation beam width of 45 degrees and an azimuth beam width of 15 degrees.
- The maximum number of detection zones defined shall be no fewer than eight (8). The range limits of each zone shall be user defined in steps of 7 ft.
- The detector shall identify vehicle presence within each detection zone with a 95% accuracy or greater, independent of the vehicle’s direction of travel through the detection zone.
- Measurement error percentage shall be less than or equal to values in the following table:

<u>Measurement</u>	<u>% Error</u>	<u>Range</u>
Per lane Occupancy (Side-fire)	<5%	0-100 %
Per lane Volume (Side-fire)	<5%	0-255
Per lane Average Speed (Side-fire)	<10%	0-100mph

- The maximum permissible error shall be 10% in the case of side-fire speed measurement.
- The designed Mean Time Between Failures (MTBF) of the microwave detector, operating continuously in this application, shall be 10 years or longer.
- The detector shall be enclosed in a rugged watertight NEMA Type 3R enclosure or 4X polycarbonate box.
- The overall dimensions of the detector unit, including fittings, shall not exceed 8 in (21 cm) X 10 in (27 cm) X 6 in (16 cm).
- The total weight of the detector shall not exceed 15 lbs.
- The detector unit shall be operable from either 12 – 24 VAC/DC @ 6W, or from 95 – 135 VAC @ 60 Hz.
- Power supply shall be obtained from the power distribution assembly within the equipment cabinet.

### Communication Cable Requirements

Provide a weatherproof, UV-resistant cable of six or more twisted pairs of insulated, stranded AWG #20 or #22 wires with a common shield rated at 300 volts with a temperature rating of > 222 degrees F (105 degrees C) between each detector and the equipment and terminal block in the equipment cabinet for data communications and power. Each conducting pair shall be separately shielded, and all shields shall have a common drain connection. The Contractor shall submit a catalog cut sheet to the Department for approval.

The traffic counter shall be equipped with a RJ-45 Ethernet port for communications with central polling software.

### Environmental Requirements.

Equipment shall be enclosed in a rugged weatherproof box and sealed to protect the equipment inside from wind, dust and airborne particles, and exposure to moisture.

Equipment within the box shall meet all its specified requirements during and after being subjected to any combination of the following:

- Ambient temperature range of -35°F to +165°F (-31°C to 74°C)
- Relative humidity from 5 to 95 percent, non-condensing
- Sustained wind speed of  $\leq$  90 mph (1454 kph), with a 30% gust factor

The design shall be inherently temperature compensated to prevent abnormal operation. Circuit design shall include such compensation as is necessary to overcome adverse effects in the specified environmental range.

No item, component, or subassembly shall emit a noise level exceeding the peak level of 55 dBA when measured at a distance 3.3 foot (1 meter) away from its surface.

If the microwave detector emits radio frequency (RF), each detector shall transmit on a frequency band of 10.525 GHz  $\pm$ 25 MHz or another approved spectral band. The detector shall comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC rules or the appropriate Spectrum Management Authority.

The microwave detector shall be resistant to vibration in accordance with IEC 68-2-30 (test Fc), NEMA TS-1 (Section 2.1.12), or approved equivalent.

The microwave detector shall be resistant to shock in accordance with IEC 68-2-27 (test Ea.), NEMA TS-1 (Section 2.1.13), or approved equivalent.

### Power Supply

Provide a power supply in the local equipment cabinet that shall provide appropriate electrical power to the microwave detector. No modular DC power supplies with integral AC plugs shall be used. The device shall protect the microwave detector against damage from power line transients and surges. The device shall include surge protection in accordance with IEC 1000-4-5/EN 61000-4-5.

### System Interface

The microwave detector system interface shall consist of a single MS connector, which provides:

- Power to the microwave detector unit.
- A minimum 12-connector terminal block in the cabinet that terminates the communications cable from the microwave detector.
- Output contact closure wire pairs for each of the required detection zones rated at 200V AC/DC 100 mA.
- A serial communications port for programming, testing or modem interface to the microwave detector at 9.6 Kbps or faster.

### Mounting Bracket

- A mounting bracket for each detector shall be provided.
- Provide painted steel, stainless steel or all aluminum construction brackets capable of supporting a load of 22 lb. (10 kg) for approval by the Engineer.
- Incorporate a ball joint or other approved mechanism that can be tilted in both axes and locked into place to provide the optimum area of coverage.
- Bands fastening the detector-mounting bracket to the support pole shall be made of minimum  $\frac{3}{4}$  in. (19 mm) wide, 0.025 in (0.635 mm) thick stainless steel.
- Bolts that are to fasten the detector-mounting bracket to a concrete wall/bridge shall be stainless steel expansion bolts of sufficient length and diameter to support 100 lb. (45 kg).

### Software

The microwave detector shall include manufacturer specific software that provides capabilities satisfying the functional detector requirements listed above. In addition, the software shall:

- Allow a maintenance person to set up to eight (8) detection lanes of varying width.
- Allow parameters to be set manually and/or automatically when calibrating speeds in individual lanes.

### Construction Requirements

### Microwave Detector Assembly

The microwave detector shall be mounted in a side-fire configuration on poles or sign structures at the specified locations, using the manufactured supplied mounting brackets as shown in the Plans and specified herein. The Contractor shall install the microwave detector unit on a pole at the height specified above the road surface as shown in the Plans so that the masking of vehicles is minimized and that all detection zones are contained within the specified elevation angle as suggested by the manufacturer and approved by the Engineer.

Where the Plans show one microwave detector unit at one site, it shall be configured to obtain traffic data from all the lanes Northbound or Southbound or all the lanes Eastbound or Westbound.

Prepare the power and communications cable according to the detector manufacturer's instructions and as approved by the Engineer. Inside the equipment cabinet, terminate cable pairs used for detector power on the communications interface terminal block, and make the appropriate connections to a power supply or power distribution assembly.

### Power and Communications System Interface

Install all necessary electrical and interface cables in the equipment cabinet, as shown in the Plans and in accordance with the details as indicated. The MS connector pins must be crimped to the cable conductors and assembled and tested prior to the installation and pulling of cable on site. The Department will test the cable and microwave detector prior to installation.

On the back of the microwave detector unit, terminate the power and communication cable to provide power and serial communications. Inside the cabinet, terminate cable pairs used for power on interface panel terminal blocks, and make the necessary connections to the power supply and/or the power distribution assembly.

### Miscellaneous

The microwave detector special includes installation of the following components: a detector assembly, power to the unit, and appurtenant mounting hardware, conduits, and power and communications cables. All the earthwork preparation and grading necessary for the installation of the side-fire microwave detector station shall be included in the bid price of this item, including repairing disturbed portions of the construction area.

Install cable tags for all controller and internal wiring harnesses, jumper cables, and microwave detector cables. Include the cable function, origin, destination, equipment location, and other information to facilitate testing, operation, and maintenance as required and approved by the Engineer.

Comply with the requirements of associations, societies, codes, and regulations as applicable. Provide certifications as required by law.

### Warranty

The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

Method of Measurement: The microwave detector special will be measured for payment by the actual number of sites furnished, installed, tested, and accepted including all necessary hardware and software components.

Basis of Payment: This work will be paid for at the contract unit price of Each for TRAFFIC COUNTER, which shall be payment in full for all labor, equipment, and materials required to provide and install the traffic counter described above, complete.

## **BLUETOOTH DETECTOR**

Description. This work shall consist of furnishing and installing a Bluetooth travel time detector on an existing camera pole, mast arm, or light pole.

The Bluetooth detector shall continuously monitor and timestamps the presence of Bluetooth devices within the range of the receiver. This data will be transmitted to the vendors cloud based application.

Equipment and component parts furnished shall be new, be of the latest design and manufacture, and be in an operable condition at the time of delivery and installation. All parts shall be of high-quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. The Contractor shall be responsible for providing all materials (Mounting brackets, connectors, software and hardware) to install and place into operation, a complete and operational system.

The detector shall consist of the Bluetooth sensor equipped with Ethernet, POE power injector, processor, and antennas integrated into a NEMA 4 enclosure with no penetrations to the enclosure except for the antenna. All devices must comply with FCC regulations governing Bluetooth and Cellular emissions. The enclosure shall be self-contained, with provision for mounting to light poles, sign trusses, and other structures using stainless steel straps.

The Bluetooth sub assembly shall have the highest allowed transceiver power. The internal microprocessor should be capable of up to 1 GB storage.

The Bluetooth sensor shall contain advanced features designed to allow the unit to operate efficiently in a remote environment. Diagnostic heartbeat information such as voltage and temperature monitoring, as well as software stability information should be periodically sent along with the MAC addresses. The system is to be designed to be able to automatically reboot if a condition is detected that requires such action. In the case when a total system recovery is required, the sensor is to be designed to automatically re-image the system memory.

In addition, the sensor should have the ability to download software patches and upgrades over the air without the need to physically visit the unit. These patches and upgrades shall be included in this pay item at no additional cost to the Department.

The Bluetooth detector shall be a TrafficCast Bluetooth Spectra Ethernet detector or approved equal that meets or exceeds the following specifications:

Power Specifications:

- Power over Ethernet (PoE)
- IEEE 802.3af standard
- PoE Voltage: 48 VDC
- 110/230 VAC supply to injector

DC Power:

- DC Supply Current:
- @ 12V – Typical 150 mA
- @ 12V – Maximum 250 mA
- DC Supply Voltage: Minimum – 9.5 voe
- Maximum – 50 voe

AC Power:

- 100/230 VAC 50 Hz to 60 Hz

Operating Range:

- -40°C to +85°C

Processor:

- Real Time Microcontroller
- 8GB Removable microSD Card

Connectivity:

- PoE – Ethernet 10 BASE-T / 100 BASE-T
- Static or DHCP IP Addressing (Only one Ethernet connection needed per unit)

Bluetooth:

- Non-Discoverable 2.4 GHz Demodulator
- Discoverable CSR Bluecore 4 Class 1
- Minimum Detection Range: 300 in all directions

Bluetooth Radio (adjustable) Transmit Power Range:

- -90 dBm to +20 dBm

Antennae:

- Bluetooth: (2) – 2 dBi Omni

NEMA 4X Enclosure:

- 10 in. x 3.0 in. x 3.0 in.
- Weight: <5 lbs.

Software Subscription:

Each sensor shall include a two-year subscription to the TrafficCast cloud based BlueARGUS travel time-based performance software. The Department will externally port each Bluetooth detector to report to the cloud -based application server.

Installation

The Contractor, shall install the detectors at the locations shown on the plans. It shall be the Contractor's responsibility to verify each location's viability and make any alternate site recommendations to the Department.

If needed, the Contractor shall perform a site survey and the cost of the site survey shall be incidental to the cost of the roadside detector pay item.

The manufacturer shall provide guidance and assistance during site survey and installation.

The Bluetooth Detectors shall be mounted on poles as shown in the plans. The recommended mounting height for the Bluetooth sensor is 12 – 15 feet above the travelled lane (or as recommended by the manufacturer).

Warranty:

The Bluetooth manufacturer shall provide a five-year warranty, to IDOT and its Agents, on parts, labor and postage, for all detectors, hardware and software. The warranty shall also include five years of software patches and updates. Software licenses shall not expire.

Basis of Payment: This work will be paid for at the contract unit price of Each for BLUETOOTH DETECTOR, which shall be payment in full for all labor, equipment, and materials required to furnish and install the Bluetooth detector and two-year subscription to the cloud-based application server as described above, complete.

## **POLE MOUNTED EQUIPMENT CABINET TYPE B**

Description. This work consists of furnishing and installing a pole mounted equipment cabinet and peripheral equipment at locations indicated in the Plans. These cabinets will be utilized to house critical electrical, optical, and communications equipment as defined in other contract pay items.

Materials. Materials shall be in accordance to the following specifications.

General. The equipment cabinet shall conform to the details shown on the plan sheet. Equipment cabinets shall be mounted and anchored on the poles and structures at locations indicated in the Plans. In addition, all mounting hardware and brackets required to install the equipment cabinet on the pole shall be stainless steel and provided. The mounting heights and pole diameters shall be as specified by the Engineer.

The Type B cabinet shall be a NEMA 3R Single Door Enclosure, constructed from .125" thick aluminum, with minimum outside dimensions of 41" (H) x 20" (W) x 14" (D). The cabinet shall have a natural finish.

The cabinet shall be equipped with a 19" equipment rack.

The cabinet shall be furnished with one adjustable height shelf, a three-point latching mechanism, three position door stop (90, 120, 180 degrees), neoprene door gasket, door louvers, overhang vent slots, continuous stainless steel door hinge, interior stiffeners for pole mounting, and all stainless steel hardware. The cabinet shall also have a Corbin #2 dead bolt lock or equal. The key shall be removable in the lock position only. Two keys shall be supplied for each lock, and all equipment cabinet locks shall be keyed the same. The cabinet shall be equipped with a thermostatically controlled ventilation fan.

The cabinet shall be equipped with one 24 fiber enclosure equipped with 24 singlemode ST ferrules.

All cables shall be labeled utilizing marking tags.

The cabinet shall be equipped with a main power panel as shown on the cabinet plan detail sheet. The power panel shall include one 30A main breaker, one 15A equipment breaker, neutral bus bar, ground bus bar, 15A GFI receptacle, two terminal blocks, one surge protector, and one six outlet power strip with integral surge protection. The power panel shall include a plexi-glass safety shield that covers the power panel.

### Surge Protectors

The cabinet equipment surge protector shall be an ECO SHA-1210IRS or approved equal.

A surge protector shall protect each leg of the primary power feed. This surge protector shall be installed as a precautionary measure against possible damage resulting from voltage surges on all incoming power lines. The 120V AC single-phase surge protector shall incorporate a series choke and shall have a maximum clamp voltage of 340 V at 20 kA with a 5 ns response.

In addition, the surge protector shall have the capability of removing high-energy surges and shall block high-speed transients. The surge protector shall comply with the following specifications:

Peak Current:	20,000 amps (8 X 20 us wave shape)
Occurrences:	20 times at peak current
Minimum Series Inductance:	200 microHenrys
Continuous Series Current:	50A
Temperature Range:	-40°F to 185°F (-40°C to +85°C)

### Power Strip

The cabinet power strip shall have a minimum of six outlets and integral surge suppression that meets or exceeds the following minimum specifications:

- Let Through Voltage: <85 Volts
- Operating Voltage: 120VAC, 50/60H
- UL Suppressed Voltage Rating: 330V
- Energy Rating: 320J
- Peak Current NM/CM: 13k Amps NM, 13k Amps CM
- EMI/RFI Noise Filtration: >25-60dB

The power strip shall be wired directly to the protected power terminals on the cabinet surge arrester.

Construction Requirements.

The Contractor shall prepare and submit shop drawings that detail all of the components to be supplied, along with associated mounting hardware for the pole mounted equipment cabinet. The shop drawings must be approved by the Engineer prior installation of the completed cabinet in the field.

The Engineer reserves the right to inspect and/or factory test any completed cabinet assemblies prior to shipment of the material to the project site. Any deviations from these specifications that are identified during such testing shall be corrected prior to delivery of the assembly to the project site.

The AC power service to be run to the equipment cabinet shall be terminated. In addition, the cabinet shall be connected to an adequate ground following the Standard Specifications.

The Contractor shall terminate any inbound and outbound fiber optic, telephone, or wireless antenna leads in the equipment cabinet as shown in the Plans. The Contractor shall terminate any twisted pair communication cable on the termination panel in the equipment cabinet as shown in the Plans. Lugs shall be installed at the end of each conductor suitable for connection to the barrier terminal blocks.

The Contractor shall install DIN rail and associated equipment inside the cabinet to the satisfaction of the Engineer.

Method of Measurement. This item shall be measured for payment by each pole mounted equipment cabinet type B in-place.

Basis of Payment. This work shall be paid for at the contract unit price Each for POLE MOUNTED EQUIPMENT CABINET TYPE B, and shall include all equipment, material and labor detailed in the specifications and as shown on the Plans.

## **TRAFFIC COUNTER POST, GALVANIZED STEEL**

### Description.

This work shall consist of furnishing and installing a pole, base plate, transformer breakaway base, anchor bolts, and all miscellaneous hardware required to complete the installation in accordance with the Standard Specifications, as shown on the Plans, and as hereinafter provided. Each non-intrusive detector pole will support a traffic counter (microwave detector).

The following pole is approved for use: Valmont, Drawing Number IL4894404.

### Materials.

The non-intrusive detector pole shall be galvanized steel and furnished and delivered conforming to the details as shown on the Plans. The poles shall be designed and constructed in accordance with the requirements and recommendations of the latest addition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals". The pole shall be designed to support a traffic counter load of up to 25 lb. (11 kg), and 5.3 square feet (0.50 square meters) of area exposed to the wind. Maximum fully loaded deflection at the top of the pole with the Microwave Detector Special and microwave dish mounted shall not exceed 1.5% of the pole height based upon a wind velocity of 90 mph (144 km/hr.) with a 1.3 gust factor, or 0.5% of the pole height based upon a wind velocity of 40 mph (64 km/hr.) with a 1.3 gust factor.

The pole height, including breakaway base assembly, shall be 30 feet.

### Pole Components:

The pole shall be constructed of materials having sufficient rigidity using normal pole shaft ranking techniques so that with all material completely installed and in-place as shown on the Plans, the centerline of the shaft shall appear straight and vertical. Upon the completion of the manufacturing process, the pole shafts shall be round and constructed per the specified length. All pole shafts shall have a J-hook at the top of each pole to provide strain relief for the cables and grommets shall also be provided to prevent cable damage. In addition, any and all fasteners and other attachment hardware used on the pole shaft shall be stainless steel unless otherwise approved by the Engineer.

After welding and before galvanizing the exterior surfaces of each steel pole, the pole shall be thoroughly cleaned and free of all loose rust and mill scale, dirt, oil, or grease and any other foreign substances. Galvanizing of the non-intrusive detector pole shall be in accordance with Standard Specifications and shall be tight, free from rough areas or slag, and shall present a uniform appearance.

A base plate shall be provided with a bolt circle for the specified pole height. The base plate and bolt center dimensions shall be adjusted per the result of manufacturer calculations. The base plate casting to be attached to the pole shaft shall be clean, smooth, and with all details well defined and true to pattern. Base plates shall be firmly attached to the pole shaft by welding or another approved method at the discretion of the Engineer. Four base plate anchor bolts shall be installed with each pole as shown on the Plans and is included with each pole.

A cast iron frangible transformer-type base shall be provided with a base plate and bolt circle for the specified pole height. The transformer base and bolt center dimensions shall be adjusted per the result of manufacturer calculations. The transformer bases shall be robotic welded, breakaway approved, and fatigue tested. The transformer base shall be installed with each pole as shown on the Plans and is included with each pole.

A raceway hole as well as reinforced hand holes no less than 3 in. (76 mm) by 5 in. (127 mm) shall also be provided. The hand holes shall include an access cover that is mounted to the pole by two ¼ in. (6.35 mm) stainless steel bolts. The bolts shall have hex heads with 20 threads per inch (mm) and be ¾ in (19.05 mm) long to secure the door to the pole. In addition, a grounding lug (bolt – hex head), complete with mounting hardware (nut and washer) shall be provided inside the pole. This grounding lug shall be accessible from the hand hole and mounted by welding, directly opposite the hand hole on the inside of the wall of the pole.

The non-intrusive detector pole shall be designed to be free of harmful harmonic motion and vibrations and the Certificate of Compliance shall specifically address this requirement.

Surface Finish:

Galvanized steel poles shall be galvanized including the handhole, handhole door, base plate, mounting plate and all other elements welded to the shaft according to AASHTO M 111.

Identification:

The pole shall be identified and labeled with external markings as specified in Article 1069.02 of the Standard Specifications and as shown on the Plans. The wall thickness of each pole shaft, alloy number, the shaft length, the manufacturer, and the date, shall all be indicated on a manufacturer's plate attached to each pole shaft near the base.

Construction Requirements.

The Contractor shall furnish a Certificate of Compliance to the Engineer for approval showing structural calculations covering the poles and including compliance with the details shown on the Plans, the specifications in these Special Provisions, and the foregoing AASHTO performance requirements. The Certificate of Compliance shall be complete and submitted with the materials list and shall include information relative to all specified requirements suitable for verification of compliance. The pole furnished shall match the general appearance illustrated in the Plans.

The non-intrusive detector poles and hardware shall be packaged during shipment to protect all surfaces from being scratched, marred, chipped, or damaged in any way. The packaging of the poles by bundle by the Contractor is acceptable. However, each bundle shall contain a maximum of four poles. Prior to installation, the Engineer will inspect the poles and all its components and any parts found to be damaged or defective shall be replaced at no additional cost.

The Contractor shall assemble pole components at the site before erection. The poles shall be without defect. Poles deemed unacceptable by the Engineer shall be removed from the jobsite and replaced at no additional cost. Components shall be made electrically continuous from the top of the pole to the base and grounding rod. The Contractor shall install the non-intrusive detector pole on a new concrete foundation provided under a separate pay item and as shown on the Plans. The pole shall be set plumb with the use of leveling nuts. The pole shall be set with proper orientation of the access handhole. The Contractor shall avoid contact of dissimilar metals in erecting the pole. Any concern of trapped moisture or potential corrosion cell shall be resolved to the satisfaction of the Engineer.

The Contractor shall furnish and install all required items, such as anchor bolts, screws, wire nuts, grommets, tape connectors, electrical nuts, etc., in order to make the proposed nonintrusive detector pole system complete from the bottom to the top of the pole. Rust, corrosion, and anti-seize protection shall be provided at all threaded assemblies by coating the mating surfaces with an approved compound.

The Contractor shall be responsible for furnishing pole mounting equipment and hardware that is of adequate strength and compatible for the pole it supports. This shall include but not limited to the foundation, anchor rods, anchor bolts, and miscellaneous hardware. The non-intrusive detector pole shall be located away from the traveled way at a certain distance as shown in the Plans or as directed by the Engineer.

Basis of Payment. TRAFFIC COUNTER POST, GALVANIZED STEEL will be paid for at the contract unit price Each, which shall be payment in full for furnishing and installing each pole and all materials including poles, fittings, identification plaque, and all hardware necessary to completely install the non-intrusive detector pole, and for all labor, tools, equipment, transportation, and required items necessary to complete this work.

## **DMS SIGN SOFTWARE AND MAINTENANCE TRAINING**

As part of the contract, the Contractor shall provide on-site training for technicians and operators of the DMS software and associated equipment. This training will address normal operations of the system, routine system maintenance, provisioning and system setup, and fault diagnosis and system repair.

The Contractor shall provide the following training:

- Two (2) 4-hour software operations training sessions with capacity for twelve (12) participants for IDOT District Four DMS software operators to be held at the IDOT District 4 headquarters located in Peoria.
- Two (2) 4-hour maintenance training sessions with capacity for ten (10) participants for IDOT District Four maintenance personnel to be held at the IDOT District 4 headquarters located in Peoria.

The training shall include, but not be limited to, the following:

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

Training shall be hands-on with ample time for questions. The Contractor shall submit an agenda for the training and one complete set of training material (manual and schematic) along with the qualification of proposed instructors) to the Department for approval at least 30 Calendar Days before the training is to begin. The Department will review material and approve or request changes.

The DMS Manufacturer shall record the entire training on DVD and shall provide five copies of the DVD's to the Department for later use.

The Contractor shall furnish training manuals that contain a course outline, ATMS software operation information, hands-on training exercises, and any other pertinent items for each participant.

This work will not be paid for separately but shall be included in the contract bid price for TRUSS MOUNTED LED DYNAMIC MESSAGE SIGN.

## **TRUSS MOUNTED LED DYNAMIC MESSAGE SIGN**

### Description

This work consists of providing a truss mounted dynamic message sign (TMDMS) at the locations shown on the Plans and as directed by the Engineer. Truss mounted dynamic message sign assembly includes the TMDMS enclosure, communication cables, conduits, and associated mounting hardware and software as described in these Special Provisions and as shown on the contract Plans. It also includes operational TMDMS software that remotely provides access to the functionality and performance specified herein.

### TMDMS Manufacturer Qualifications

The TMDMS Manufacturer shall submit references as specified below. Reference data shall include current name and address of organization, and the current name and telephone number of an individual from the organization who can be contacted to verify system operation, as well as date of system installation.

### Experience Requirements

The TMDMS Manufacturer shall submit at least two references, preferably from other state departments of transportation, that are successfully operating a highway LED full matrix TMDMS system, supplied by this manufacturer under the current corporate name, which otherwise meets this specification, for a period of no less than two years. The LED TMDMS systems submitted shall be full-matrix and able to display at least 3 lines of 18 characters per line, 18" characters and have walk-in access housings.

### References

The TMDMS Manufacturer shall submit three references, preferably from other state departments of transportation, that are successfully operating a multi-unit, multi-lane state or interstate highway, permanently-mounted, overhead dynamic message sign system supplied by this manufacturer under the current corporate name, for a period of no less than five years.

### Materials

### General

The TMDMS shall be a full matrix amber LED display in a walk-in weatherproof cabinet. The TMDMS shall provide approaching motorists with a clear readable message in all normally encountered weather and lighting conditions. The TMDMS shall be capable of displaying messages with three lines, eighteen characters per line, at an eighteen-inch character height.

The sign shall be designed for a minimum life of 20 years.

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

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

The sign shall be designed and constructed so as to present a clean and neat appearance.

All cables shall be securely clamped/tied in the sign housing. No adhesive attachments will be allowed.

The performance of the sign shall not be impaired due to continuous vibration caused by wind, traffic or other factors. This includes the visibility and legibility of the display.

The TMDMS hardware, along with the sign controller hardware, software and firmware, shall support all TMDMS functionality described throughout the remaining specification sections.

The TMDMS assembly shall be listed by an accredited 3<sup>rd</sup> party testing organization for conformance to Underwriters Laboratories (UL) standards 48 (Standard for Electric Signs) and 1433 (Control Centers for Changing Message Signs). Proof of this conformance shall be provided with submittal materials.

### Environmental Requirements

The TMDMS shall withstand the following environmental conditions for 24 hours or more with no functional or performance degradation, permanent deformation or other damages:

Temperature:	-40 to +140°F (-40 to 60°C)
Humidity:	0 to 100 %
Wind:	To at least 90 mph with a 30% gust factor
Ice:	Front face ice load of 4 pounds per square foot

All field equipment enclosures shall be designed to withstand the effects of sand, dust, and hose-directed water. All connections shall be watertight.

### Functional Requirements

The TMDMS shall be capable of accepting commands, displaying messages and returning status as required by the current version (v2) National Transportation Communications for ITS Protocol (NTCIP) Specifications applicable for TMDMS and as specified in these special provisions. The TMDMS shall communicate without error for all of the applicable National Transportation for Intelligent Transportation System Protocol (NTCIP) standards and be compliant with all applicable NTCIP standards for TMDMS. The TMDMS shall support all mandatory objects of all mandatory conformance groups of NTCIP for TMDMS.

The TMDMS shall enable the display of text, consisting of a string of alphanumeric and other characters. Each character shall be formed by a matrix of luminous pixels. The matrix of a standard character shall consist of 35 pixels over 5 columns and 7 rows. Each TMDMS shall be minimum 27 pixel high x 125 pixel wide, full matrix and capable of displaying three lines of text using a standard 5 wide x 7 high font size. All display elements and modules shall be solid state. No mechanical or electromechanical elements or shutters shall be used.

All characters, symbols, and digits shall be 18" nominal character size and shall be clearly visible and legible at a distance of 1100' within a minimum 30-degree cone of vision centered around the optical axis of the pixel.

The signs shall be capable of displaying the following:

- A static message
- A flashing message
- Alternating messages, either flashing or static

The changing from one message to another shall be instantaneous.

For message creation, the TMDMS field controller, and TMDMS control software shall support the storage and use of a minimum of three (3) alphanumeric character font files comprising the ASCII character set and including 8 directional arrows. Software shall provide the ability to create and maintain message libraries containing up to 255 messages.

## Software

The Contractor shall supply three licenses of remote control and sensing software used to control and interrogate the signs. This software shall provide interoperability with all other signs supplied under this contract and shall be designed to run on a workstation under Windows 10 and Windows Server 2016, either remotely, using the communications link connected to the TMDMS; or locally, from a laptop computer connected to the sign controller communications port. The software shall display the message to be downloaded to operators exactly as it will appear on the destination TMDMS and shall provide verification back to the operators that the actual message has been visibly displayed on the destination TMDMS on an individual pixel basis.

The software shall include functionality for message scheduling (based on date and time), message priority queuing and DMS diagnostics.

The software shall be capable of sending multiple messages to multiple signs based on a user programmable time schedule. Communications shall be by cellular wireless service. The cellular modem and service will be paid for under a separate pay item.

TMDMS control software shall support the creation of user ID's and passwords for up to 25 potential system users. User creation, as well as individual user access rights, shall be assignable only by a "System Administrator".

Before a system operator can use the TMDMS control software, the software shall request a "user name" and user "password". If the correct user name and password are not provided, access to the software shall be declined.

An 8-bit identification code shall be assignable to each controller, via switches located inside the controller enclosure. The software shall control a network of at least 250 variable message signs.

The software shall have the following functionality:

Display Control:	<ul style="list-style-type: none"> <li>• View, group, and monitor DMS in real time</li> <li>• Controls any NTCIP-compliant DMS (Any DMS configuration, Portable NTCIP message displays)</li> <li>• Powerful list view or map view</li> <li>• Pre-schedule event scenarios</li> <li>• Scheduled status polling of DMS</li> </ul>
Messaging:	<ul style="list-style-type: none"> <li>• Full suite of message and graphic tools</li> <li>• Message changing depending time and date</li> <li>• Adjust message duration and priority</li> <li>• Time based scheduled DMS polling</li> </ul>
Communications:	<ul style="list-style-type: none"> <li>• Run nearly unlimited signs at once from traffic management centers with client-server architecture</li> <li>• Supports Ethernet and serial (COM Port) connections</li> <li>• Supports modem pools</li> </ul>
Diagnostics:	<ul style="list-style-type: none"> <li>• Log events and alert TMC staff via email</li> <li>• Locate pixel failures instantly with an in-software visual representation test</li> <li>• View status, errors, and problem codes of all DMS subsystems</li> <li>• Verify and troubleshoot at the pixel level</li> </ul>
Security:	<ul style="list-style-type: none"> <li>• Real-time verification of "on" pixels</li> <li>• Username/password restricted access to functional areas</li> <li>• Built-in security levels for easy setup</li> <li>• Prohibited words list</li> </ul>

In the event that the software is not capable of operating on a laptop that is connected directly to the DMS sign, the Contractor shall provide ten additional licenses of software that can be used in the field to manage the DMS and perform sign diagnostics.

The vendor shall furnish updated copies of all software during the warranty period at no charge to the Department.

Software Documentation

Full documentation for all software and associated protocols shall be supplied to the Department on a CD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted with in order to provide overall integration or maintenance of this item.

### Performance Requirements

TMDMS messages shall be clearly visible and legible from in-vehicle viewing distances between 150 and 1,100 feet. While using an 18 in character height, the TMDMS shall be capable of simultaneously displaying up to 18 characters in each of three lines with spaces between characters, using 5 horizontal X 7 vertical (or larger) pixel matrices.

The TMDMS controller shall be capable of storing a minimum of 32 three-line full width messages. The controller shall be capable of downloading a minimum of 8 additional messages and commands from the communications interface.

The sign shall provide a, RS-232 communications interface in the sign control cabinet suitable for wireless, PSTN, cellular, and fiber optic communications with the sign controller. Additionally, an RS-232 serial port and Ethernet port shall be provided in the control cabinet for full sign operation by means of a laptop computer. Each serial port shall support data rates of 19.2 kbps, 14.4 kbps, 9,600 bps, 4,800 bps, 2,400 bps, and 1,200 bps.

### Optical Requirements

All mandatory NTCIP sign functions shall be available and message effects shall be visible from the ground-mounted sign control cabinet.

The viewing angle of each discrete LED-formed pixel shall be a minimum cone of 30 degrees around a line normal to the TMDMS viewing surface. The intensity of each pixel shall not decrease more than 30% over the twenty-year life of the sign.

If pulse-width modulation is used for intensity control, the sign drive electronics shall use a refresh or repetition rate of 100 Hz or greater.

The TMDMS walk-in cabinet shall mount three or more light sensors, one angled in a northerly direction away from nearby lighting, scaled for 100 lux, and two normal to the sign face, pointing in opposite directions, scaled for 100,000 lux. Each sensor shall have an adjustable aiming angle. The TMDMS shall be capable of automatic dimming.

### Characters Displayed

The sign shall be capable of displaying ASCII characters 32 through 126 and the following characters at any location in the message line:

“A” thru “Z” – All upper case letters.  
“0” thru “9” – All decimal digits.  
Space (i.e., ASCII code 0x20).  
Punctuation marks shown in brackets [ . , ! ? - ‘ ’ “ ” / ( ) ]  
Special characters shown in brackets [# & \* + < >]  
3 pixel wide dash

The display modules shall be rectangular and shall have an identical vertical and horizontal pitch between pixels. The pitch shall be no greater than  $2\frac{3}{4}$ ”.

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

The characters shall be legible under all light conditions at a distance of 1100’ within a 30°-degree cone of vision centered around the optical axis of the pixel.

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

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

### Electronic Materials and Components

All electronic components, except printed circuit boards, shall be commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods. All electronic assemblies shall meet or exceed IPC 610A workmanship standards.

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

1. Hold the LEDs perpendicular to the display modules within 0.5 degree,
2. Prevent the LEDs from being crushed or bent during handling,
3. Protect the LEDs from damage when the display module is laid on the front surface (the side that the LED lamps are located),
4. Not put any stress on the LEDs due to differentials of expansion and contraction between the device and the LEDs over the herein specified temperature range,
5. Not become loose or fall off during handling or due to vibrations,
6. Not block airflow over the leads of the LEDs,
7. Securely hold each LED while allowing a gap between the device and a minimum of 95% of the body of each LED for airflow,
8. Not block the light output of the LEDs at the required viewing angle,
9. Be black in color to maximize contrast.

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

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

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

All printed circuit boards (PCBs), except for the power supply PCBs, UPS PCBs, modem PCBs and sign controller PCBs, shall be completely conformal coated with a silicone resin conformal coat.

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

### Capacitors

The DC and AC voltage ratings as well as the dissipation factor of a capacitor shall exceed the worst case design parameters of the circuitry by 50%.

A capacitor which can be damaged by shock or vibration shall be supported mechanically by a clamp or fastener.

Capacitor encasements shall be resistant to cracking, peeling and discoloration.

### Resistors

Any resistor shall not be operated in excess of 50% of its power rating.

### Semiconductor Devices

All transistors, integrated circuits, and diodes shall be a standard type listed by EIA and clearly identifiable.

### Connectors

All PCB edge connectors and cable connectors, except for those found in the power supply, UPS, modem and sign controller, shall be base plated with nickel and finished with 30 micro-inches of gold.

### Mechanical Components

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

### Main Power Supply and Energy Distribution

The sign and its controller shall be designed for use on the following:

Power line Voltage – 120/240 VAC Nominal, single-phase power, 40 amperes per leg – the system shall operate within a voltage range of 95VAC to 135VAC.

Frequency – 60Hz +/- 3Hz

Under normal operation, the drop-in voltage between no load and full load of the sign and its controller shall not exceed 10% of the nominal voltage. The system shall be protected by transient suppression devices including, MOVs, RIS and spark gap arrestor.

The system shall report any power failures to the main controller when system power returns.

Power protection shall be provided by a thermal magnetic circuit breaker associated with a 5 mA ground fault circuit interruption (GFI) device. A GFI device shall protect all service outlets.

The sign shall have a 40 A two-pole (common trip) main, 120/240 VAC, single phase, four wire load center with 20 circuit capability. Each circuit in the sign shall be powered from a separate circuit breaker. The power cables shall be as required by the NEC for acceptable voltage drop to supply AC power to the sign. The power required for sign operation shall not exceed 7000 watts for the sign housing to include fans, heaters, sign controller, communication equipment and all pixels illuminated at 100% brightness.

Two conduits shall connect the controller cabinet with the walk-in sign display; one for power and one for communications, unless communications between the two is by optical fiber.

The TMDMS manufacturer shall provide two earth ground lugs that are electrically bonded to the TMDMS housing. Lugs shall be installed near the lower left and lower right corners of the TMDMS housing's rear wall. The TMDMS installation contractor shall provide the balance of materials and services needed to properly earth ground the TMDMS to all four ground rods at each site.

The sign and shall be equipped with surge suppression circuitry for AC power conductors and external RS-232 data lines to protect them from electrical spikes and transients. The presence of power transients or electromagnetic fields, including those created by any components of the system, shall have no deleterious effect on the performance of the system.

The system shall not conduct or radiate signals which will adversely affect other electrical or electronic equipment including, but not limited to, other control systems, data processing equipment, audio, radio and industrial equipment.

### Surge Protection

The system power shall be protected by two (2) stages of transient voltage suppression devices including MOVs and spark gap arrestor. Tripping of each stage (or both if tripped simultaneously) of the surge protection shall cause the sign controller to report the error condition to the DMS remote monitoring software.

### DMS Power Supplies

TMDMS shall be provided with redundant DC power supplies. These shall be rated for a minimum of 50% spare capacity over that required to light every pixel on a line to full intensity and shall automatically pick up the load if one unit fails, while sending an error indication to the TMDMS controller. All electrical components operating on more than 24 V shall be UL listed.

The power supplies shall be continuously monitored for proper operation by the sign controller. If the voltage drops below its nominal operating value, an error message shall be generated and transmitted to the DMS Client software, or laptop computer on site at local control box location automatically.

### Display Modules

Display modules consisting of nominal 18" high characters shall be assembled to form the specified full matrix message configuration. These circuit boards shall be designed and constructed to allow a single service technician to troubleshoot, isolate, remove, and replace these boards with minimal impact to the overall operation of the sign.

All LED boards shall be fully interchangeable and not require any address switches or adjustment when interchanged or placed in service. Module addressing, where required, shall be accomplished in the connector. The DMS Manufacturer shall document all LED testing for color so that replacement LED boards shall match existing amber color.

Pixel status and diagnostics shall include string failure, pixel failure and failed pixel location (line, module, row and column numbers). Replacement of a complete display module shall be possible using only simple hand tools. Interconnection of modules shall be through connectors only. All connectors shall be keyed to preclude improper hookups.

The display modules shall be approximately  $\frac{3}{4}$ " behind the lens panel assembly.

### LED and Pixel Characteristics

Each pixel shall be a maximum of 1-3/8" in diameter. The LEDs in each pixel shall be clustered to maximize long range visibility. The average light intensity of the LEDs in each pixel shall be 3 candela minimum. All pixels in the sign shall have equal color and on-axis intensity. All pixels shall have a minimum on-axis intensity of 40 candela @ 20 mA forward current, with an overbright capability of 60 cd.

All pixels in all signs in this project, including the spare parts, shall have equal color and on-axis intensity. The pixel strings shall be powered from a regulated DC power source and the LED current shall be maintained at the LED manufacturer's specified nominal operating current to maximize life of the pixel. The failure of an LED in one string within a pixel shall not affect the operation of any other string or pixel. Pixel power drawn from the DC supplies shall not exceed 1.5 W per pixel, including the driving circuitry.

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

The LEDs shall be protected from the outside environmental conditions, including, but not limited to, moisture, snow, ice, wind, dust, dirt, and UV rays.

TMDMS pixels shall be constructed with discrete LEDs manufactured by the Toshiba Corporation or Agilent Technologies (formerly known as Hewlett-Packard). Substitutes will not be accepted. Discrete LEDs shall conform to the following specifications:

- LED's shall be non-tinted, non-diffused, high-intensity, solid-state lamps that utilize AlInGaP semiconductor technology.
- LED lenses shall be fabricated from UV light resistant epoxy.
- The LED lens diameter shall be 0.2 inches (5 mm).
- LEDs shall emit amber (yellow-orange) light that has a peak wavelength of  $590 \pm 4$  nm.
- LEDs shall be obtained from a one-bin luminous intensity sort.
- LEDs shall have a minimum half-power viewing angle of  $15^\circ$ .

- LED package style shall be through-hole flush-mount; LED's with standoffs and surface mount LED's will not be accepted.
- All LED's used in all TMDMS provided for this contract shall be from the same manufacturer and have the same part number.

The sign shall have a minimum intensity of 9,200 cd/m<sup>2</sup>.

All LED display modules, as well as the LED pixel boards and driver circuit boards, shall be identical and interchangeable throughout the TMDMS. LED arrays shall not share a circuit board with the display drive electronics but shall be easily connected and disconnected from the driver board using plugs, sockets, and simple hand tools while excluding soldering operations.

The state of the LEDs (full on, or off) in each pixel of the sign shall be read by the sign controller when it is polled or when a message is downloaded from the DMS Client software, existing ATMS software, or laptop computer on site at local control box location, and shall allow the DMS Client software or laptop computer on site at local control box location show the actual message that is visibly displayed on the sign in a WYSIWYG format, including any full-out or fully stuck on pixels.

All printed circuit boards, except the LED circuit board, shall be conformal coated. The LED board shall be conformal coated except at the pixels. All printed circuit boards, including the LED circuit board, shall have a solder mask and a component identifier silk screen. The display modules shall be assembled in a full matrix configuration.

LED intensity shall be automatically adjusted to match ambient lighting conditions. This automatic control shall be provided with an override operated through the TMDMS controller communications channel.

Front face panels shall provide a high-contrast background for the TMDMS display matrix. The aluminum portion of each panel shall be painted black and shall contain a circular or square opening for each LED pixel. Openings shall be large enough to not block any portion of the LED-viewing angle.

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

### Structural Requirements

### Walk-in TMDMS Display Cabinet

The TMDMS display cabinet shall allow replacement of any display component from the walkway within the sign, excluding the sign display cover. The removal of any display module shall not reduce the structural integrity of the walk-in cabinet.

The maximum weight of the TMDMS display and walk-in enclosure shall not exceed 4000 lb and shall conform to the structural loading capabilities of the sign structure. Dimensions of the TMDMS walk-in enclosure shall not exceed thirty-one feet long by nine feet high by three feet wide (nominal dimensions).

The walk-in housing dimensions and total weight shall be as shown in this specification or in the plans. The walk-in housing shall protect all internal components from rain, ice, dust, and corrosion in accordance with NEMA enclosure Type 3R standards as described in NEMA Standards Publication 2501997, Enclosures for Electrical Equipment (1000 Volts Maximum).

The sign housing shall be engineered and P.E. certified to 2001 AASHTO and NCHRP Report 411 specifications for AASHTO basic wind speeds. The sign housing shall also be engineered and P.E. certified to withstand group loading combinations as outlined in 2001 AASHTO including: sign weight, repair personnel and equipment, ice and wind loads, and shall also meet strength requirements for truck-induced gusts as specified in NCHRP Report 412. The sign housing shall be engineered to withstand snow loading (40 PSF) for applicable geographical regions.

The internal structural members shall be extruded aluminum and shall accommodate both display module mounting and air distribution. They shall retain the display modules in a manner to facilitate easy and rapid removal of each display module without disturbing adjacent display modules.

The external fascia panels shall be extruded aluminum and shall be designed to keep heat conduction to a minimum between the exterior surfaces and the interior components. They shall incorporate provisions for retaining and sealing the modular lens panels and have a closed cell resilient gasket. They shall be finished with a matte black, KYNAR 500, or approved equal, and be removable from within the main sign housing. The external fascia perimeter panels shall be a minimum of 12" wide. The external fascia panels shall be thermally isolated from the rest of the sign housing. There shall be a minimum amount of metal contact between the external fascia panels and the rest of the sign housing.

The lens panel assembly shall be modular in design, interchangeable without misalignment of the lens panel and the LED pixels and removable from within the main sign housing.

The lens panel aluminum mask shall be 0.040" minimum thickness and panel interiors contain 0.236-inch-polycarbonate sheeting. It shall be perforated to provide an aperture for each pixel on the display modules. Each aperture shall be as small as possible, without blocking the LED light output at the required viewing angle.

The lens panel clear glazing shall be 90% UV opaque, non-breakable, polycarbonate GE LEXAN XL, ¼" minimum thickness and clear in color shall be laminated to the inside surface of the lens panel aluminum mask using an acrylic foam tape joining system, 3M Scotch VHB, or approved equal, to form the lens panel assembly.

The face shall be finished with a matte black, factory applied PVDF resin. All other exterior and all interior surfaces shall be a natural aluminum mill finish. No painted surfaces will be allowed.

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

The bottom panel of the housing shall have a minimum of four drain holes, with replaceable drain filter plug inserts.

A three-point lockable aluminum access door shall be provided at the end of the housing as shown in the plans to enable easy access to the walk-in housing. This access door shall be 6'-8" X 2'-0" minimum. The door shall have a handle-operated locking mechanism, closed cell neoprene gasket and a stainless-steel hinge. The locking mechanism shall be a heavy-duty, industrial-strength, three-point, dead bolt, center-case lock with a zinc finish. There shall be a handle on both the inside and the outside of the door. **Handles shall be heavy-duty, industrial-strength with a zinc finish on the inside handle and a chrome plated finish on the outside handle. The outside handle shall be pad-lockable.** Included in the door assembly shall be a device to hold the door open at 90 degrees.

For moving and installation purposes, multiple steel lifting eyebolts shall be attached to the top of the TMDMS housing. Eyebolts shall attach directly to the TMDMS housing structural frame and shall be installed at the TMDMS factory. All eyebolt-mounting points shall be sealed to prevent water from entering the TMDMS housing. Lifting eyebolts, as well as the housing frame, shall be designed so that the TMDMS can be shipped and handled without damage or undue stress being applied to the housing prior to or during TMDMS installation on its support structure.

**The sign housing shall have a continuous 18-inch wide walkway extending the full length of the sign.** The walkway shall be made of 1/8-inch, diamond tread, 6061-T6 or 3003-H22 aluminum. **All edges of the walkway grating shall be finished to eliminate sharp edges or protrusions.** The walkway shall be capable of supporting a total load of 1000 lb. within any 10-ft section of the walkway.

**The sign housing shall be a minimum of 30 inches wide to allow adequate room inside the sign housing for maintenance personnel. There shall be 18 inches of clear area between all equipment along the entire length of the sign housing from the 18-inch walkway, and upwards 6 feet.**

The sign shall be designed and constructed so as to present a clean and neat appearance. Poor quality work shall be cause for rejection of the sign. The equipment within the sign housing shall be protected from moisture, dust, dirt and corrosion. The sign shall be constructed of aluminum alloy 3003-H14, 5052-H32, or an approved equal which shall not be less than 1/8 inch thick. Framing structural members shall be made of aluminum alloy 6061-T6, 6063-T5, or approved equal.

All welding shall be by an inert gas process in accordance with the American Welding Society (AWS) Standards, ANSI/AWS D1.2-97. The LED TMDMS manufacturer's welders and welding procedures shall be certified by an ANSI/AWS Certified Welding Inspector to the 1997 ANSI/AWS D1.2-97 Structural Welding Code for Aluminum.

The sign enclosures shall be capable of withstanding wind loadings of 120 mph without permanent deformation.

The performance of the signs shall not be impaired due to continuous vibration caused by wind, traffic or other factors. This includes the visibility and legibility of the display.

The ventilation system shall be a positive-pressure, filtered, forced-air system which cools both the display modules and the sign housing interior. **The sign housing shall have at least two exhaust ports. Each exhaust port shall be filtered and protected by an aluminum hood assembly.**

**The ventilation system shall have a minimum of two fans. Air shall be drawn into the sign housing through hoods near the top of the housing, and then filtered before reaching the fan units. There shall be one aluminum hood assembly and one inlet filter for each fan.**

The filters shall be 1" thick, permanent, reusable, filters. These filters shall be easily removable from within the sign housing without the use of tools. Each sign shall include a complete set of replacement filters.

**All duct work that impedes access to any sign components shall be easily removable, without tools, for servicing of these components.** Ductwork shall be 0.040 in minimum thickness aluminum and shall be designed for minimal pressure drops throughout the system.

Multiple temperature sensors shall activate the ventilation system. There shall be a minimum of one sensor located near the middle of the sign, at the top of the display area. There shall be an additional temperature sensor located to accurately measure the ambient temperature outside the sign housing. The temperature sensors shall have an accuracy of  $\pm 3^{\circ}\text{F}$ . or better and a range from  $-40^{\circ}\text{F}$  to  $+155^{\circ}\text{F}$  or greater.

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

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

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

The sign housing shall be furnished with a minimum of four florescent lights equipped with cold weather ballasts. The lamps shall be spaced evenly above the walkway and shall be fitted with protective guards. The light switch shall be located near the door and shall include a timer to turn off the lights after a specified time period.

The sign housing shall be equipped with two 15 amp 120V (+/- 10%) grounded GFCI protected duplex electrical receptacles to accommodate inspection and maintenance requirements. One of these receptacles shall be located at each end of the sign housing. Additionally, the sign housing shall be equipped with sufficient and readily available power source in order to accommodate a fiber optic modem and all other necessary communications equipment required to transmit data from the sign to nearest controller cabinet with fiber optic communications for the backbone. The sign housing and display panel shall be designed to minimize any visible internal light from the outside of the DMS when the internal DMS lighting is on during nighttime maintenance activities.

An effective, field-proven defogging and anti-condensation system shall be incorporated into the overall functionality of the sign. The face shall be heated to prevent fogging, frost and condensation.

A humidity sensor shall be provided and monitored by the sign controller from zero percent to 100 percent relative humidity in 1 percent or fewer increments. The sensor shall operate and survive from 0 percent to 100 percent relative humidity. The sensor shall have an accuracy that is better than +/- five percent relative humidity.

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

Baseboard heaters shall be included in the sign housing. These heaters shall be capable of remote start up in anticipation of winter field service.

The interior of the sign shall include a fold-down shelf for a laptop computer.

### Sign Controller

The sign controller shall include a minimum of two (2) serial communications I/O ports; one (1) RS-232, one (1) RS-485 and one (1) Ethernet port.

The sign controller shall be programmed to receive NTCIP-compliant sign control commands from the central controller (DMS client software) or laptop computer, transmit NTCIP-compliant responses as requested to the central controller (DMS client software or existing ATMS) or laptop computer, monitor sign and message status and control sign operation and message displays.

The controller will have power-up and auto-restart capabilities with a programmable default message (including a blank message) when recovering from a power off condition.

The sign controller shall be programmed to receive sign control commands from the master controller, transmit responses as requested to the master controller and control sign operation and message displays.

The sign controller shall be able to receive and send messages and data via IEEE 802.3 (Ethernet), fiber optic modem, and cellular CDPD, CDMA or GSM/GPRS. Transmission speed shall be a minimum of 9.6 kbps. A test pattern shall be provided in the DMS controller.

The sign controller shall be designed for fail-safe prevention of improper information display in the case of a system malfunction. Failure of any sign shall not affect operation of any other sign in the system. The sign controller shall consist, but not be limited to, the following:

Local control panel status indicators, including:

1. Power on/off
2. Communication status with the electronics in the walk-in housing
3. Sign display power supply status
4. Controller address
5. Power supply module
6. Central processor module
7. Input/output circuits

The sign controller shall have power-up and auto-restart capabilities with automatic sign blanking when recovering from a power-off condition. A watch-dog circuit shall be utilized to provide automatic shut-down of the sign in the event of power or sign controller failure.

Connections from the controller shall be accomplished via industry standard, keyed type connectors with a retaining mechanism.

The sign controller shall communicate with the display modules via the system interface circuit consisting of data bus drivers and line address decoders. Communication and control lines between the sign controller and the system interface circuits shall be surge protected.

The sign controller shall be controlled from the DMS client software, existing ATMS software or the laptop computer, which shall specify the appropriate display. The sign controller and its software shall perform the following functions:

1. Display a message, including:
2. Static messages
3. Flashing messages
4. Alternating messages
5. Double brush stroke messages for maximum legibility
6. Full-Matrix type displays

It shall be possible to separately vary the flashing and alternating frequency. The flashing frequency shall vary between one-half and five seconds in one tenth second increments. The alternating frequency shall vary between one-half and five seconds in one-tenth second increments.

It shall be possible to flash any character or set of characters in a static or alternating message. In the case of alternating message, the flashing period shall be a submultiple of the alternating on time it is associated with.

The sign controller shall report errors and failures, including, but not limited to:

- Data transmission error
- Receipt of invalid data
- Communications failure recovery
- AC power failure
- Power recovery
- Pixel status
- Fan status
- Temperature status
- Power Supply status

The sign controller shall issue an SNMP trap under the following conditions:

- Power Supply Failure – when the AC power supply at a DMS has failed.
- Power Restoration – whenever it detects restoration of AC power at the sign controller.
- Temperature Limit – Whenever internal DMS temperature initially exceeds a programmed safety limit. A new trap will not be issued until the temperature once again falls below the safety limit and then exceeds it.
- Door Open – Whenever the door of the DMS housing or the door of the controller cabinet is opened.

Message and status monitoring:

The sign controller shall transmit a return message to the DMS client software and existing ATMS software whenever it receives a valid request for status. The return message shall contain the following:

- Address of the sign controller
- Actual message that is visibly displayed on the sign on an individual pixel basis
- Current sign illumination level
- Error and failure reports
- Temperature readings
- Power supply operational status
- Origin of display message transmission (laptop, manual, central, etc.)
- Beacon status (for possible future enhancement)
- Uninterruptible power supply status

The sign controller shall blank any message displayed in the event of power or sign controller failure.

The sign shall normally display single stroke (5 X 7) characters, compressed (4 X 7), expanded (6 X 7) or double-stroke (7 X 7) character fonts. Each font shall be fully customizable, and modifications to a font may be downloaded to the sign controller from the DMS client software and existing ATMS software or laptop computer at any time without any software or hardware modifications. The sign shall be capable of displaying a different font and character spacing on each line.

The sign controller shall monitor the photocell circuits in the sign and convert the measured light intensity into the desired pixel brightness. The photo circuit readings shall be correlated with a brightness table in the sign controller. The brightness table shall have a minimum of 255 brightness levels. Automatic adjustment of the LED driving waveform duty cycle shall occur in small enough increments so that brightness of the sign changes smoothly, with no perceivable brightness change between adjacent levels. The brightness levels shall be adjustable from the DMS client software.

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

When the sign controller is polled and when a message is downloaded from the DMS client software and existing ATMS software or laptop computer, each pixel in the sign shall be read and its current state for the current displayed message, and shall be returned to the DMS client software and existing ATMS software to show either on a laptop computer or the controller itself, the actual message that is visibly displayed on the sign on an individual pixel basis in a WYSIWYG format.

The operational status of the fans shall have the ability to be automatically tested once a day and tested on command from the DMS client software and existing ATMS software or laptop computer. Any failure shall cause an error message to be sent to the DMS client software, existing ATMS software or laptop computer when the sign controller is polled by the DMS client software, existing ATMS software or laptop computer.

Temperature sensors shall be continuously measured and monitored by the sign controller. A temperature greater than a user selectable critical temperature shall cause the sign message to go to blank and an error message shall be sent to the DMS client software and existing ATMS software or laptop computer when the sign controller is polled by the DMS client software, existing ATMS software or laptop computer. This user selectable critical temperature shall be capable of being changed by the DMS client software, existing ATMS software (if available) or laptop computer. The DMS client software and existing ATMS software (if available) and laptop computers shall have the ability to read all temperature measurements from the sign controller. When the sign reaches an internal temperature of 130° F, it shall cut the LED intensity to half of its normal brightness to keep the sign from reaching the critical temperature and shutting down.

When the display time of a message has expired, the controller shall set the sign to neutral. A sign is considered to be neutral when the sign is blank.

In the event of a communications failure with the DMS client software or existing ATMS software, the sign controller shall set the sign to neutral after a user-defined number of minutes (1 to 60) unless communications have been restored within this period. This function shall apply only when the sign controller is in the Master Control mode.

All LED module power supplies shall be continuously monitored by the sign controller. A low voltage reading shall cause an error message to be sent to the DMS client software, existing ATMS software or laptop computer when the sign controller is polled by the DMS client software, existing ATMS software or laptop computer.

There shall be no perceivable flicker or ghosting of the pixels during sign erasure and writing periods.

Message additions, deletions and changes in the sign controller shall be made from either the DMS client software, existing ATMS software or the laptop computer.

In the event of an AC power loss, all non-volatile memory shall be retained for a minimum of 30 days. AC power failure shall cause the sign controller to notify the DMS client software and existing ATMS software and display an error message on the DMS client software and existing ATMS software CRT. For cellular operation, the sign controller shall immediately access the modem to notify the DMS client software and existing ATMS of the AC power failure.

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

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

The sign controller shall maintain its internal clock during power outages of less than 4 hours and display the proper message when power is restored.

The sign controller shall be able to put a self-updating time, temperature and/or date display on the sign.

#### Flashing Beacons

The TMDMS shall be equipped with two 12" diameter yellow flashing beacons that can be programmed to operate through the sign controller and remote access software. The beacons shall be located at the top of the sign on each end and shall flash alternately. The beacons shall be equipped with tunnel visors to maximize visibility.

#### Construction Requirements

Sign construction and installation shall be coordinated with the Engineer. TMDMS shall be transported and erected in a manner recommended by the manufacturer, providing a minimum clearance of 17.5 ft. above the pavement and a horizontal appearance to motorists once fully installed as shown on the Plans.

#### Technical Assistance

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

1. Sign to structure installation
2. Controller cabinet installation
3. Sign housing to ground control cabinet cable termination
4. Initial sign turn on and stan-alone test

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

Any special or proprietary cables shall be provided by the DMS Manufacturer to the installation contractor.

#### Testing

The Contractor shall certify in writing to the Engineer that each TMDMS installation is fully compliant with the NTCIP standards named in the Materials section of this Special Provision. All mandatory objects and the optional objects mentioned above under Materials shall be certified for each sign and provided to the Department. In addition, following installation, the Contractor shall perform a site test of each sign, demonstrating the functionality and performance required in the Materials section of this Special Provision to the Engineer. The Contractor shall give the Engineer a minimum of two weeks' notice before performing the site test.

### Testing Requirements

The Department has the right to require performance testing of materials and equipment not previously tested and approved. If technical data are not considered adequate for approval, samples may be requested for testing.

The DMS Manufacturer shall provide five (5) copies of all factory acceptance tests, stand-alone, system test and 90-day test procedures and data forms for the Department's approval at least 60 calendar days prior to the day the tests are to begin. The test procedures shall include the sequence in which the tests will be conducted. The test procedures shall have the Department's approval prior to submission of equipment for tests.

The DMS Manufacturer shall perform the factory acceptance tests, stand-alone and system test. The DMS Manufacturer shall furnish data forms containing all of the data taken, as well as quantitative results for all tests. The data forms shall be signed by an authorized representative (company official) of the equipment manufacturer. At least one (1) copy of the data forms shall be sent to the Department within 14 days of the test's conclusion.

The Department reserves the right to have a representative to witness all tests. The results of each test shall be compared with the requirements specified herein. Failure to conform to the requirements of any test shall be counted as a defect, and the equipment shall be subject to rejection by the Department. Rejected equipment may be offered again for a retest, provided that all non-compliances have been corrected and retested by the DMS Manufacturer and evidence thereof submitted to the Department.

Each of the tests on all or one type of equipment must be completed within five (5) working days of each other. Any delays in performing all these tests may result in the DMS Manufacturer paying the additional costs of providing the Department's representatives for the additional testing time.

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

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

The Stand-Alone and System Tests are separate tests, however, they may be performed by the DMS Manufacturer during the same visit.

Consequences of Test Failures: If any unit fails to pass its test, the unit shall be corrected or another unit substituted in its place and the test successfully repeated.

If a unit has been modified as a result of a test failure, a report shall be prepared and delivered to the Department prior to shipment of the unit. The report shall describe the nature of the failure and the corrective action taken.

If a failure pattern develops, the Department may direct that design and construction modifications be made to all units at no additional cost or extension of the contract period.

### Factory Acceptance Tests

The TMDMS Manufacturer shall be responsible for conducting demonstration tests on all units at a TMDMS's Manufacturer's facility. These tests shall be performed on each unit supplied. The Department shall be notified a minimum of 30 calendar days before the start of tests. At a minimum, all equipment shall have passed the following individual tests:

- Examination of Product: Each TMDMS unit shall be examined carefully to verify that the materials, design, construction, markings and quality of work comply with the requirements of these project specifications.
- Continuity Tests: The wiring shall be checked to determine conformance with the requirements of the appropriate paragraphs in these project specifications.
- Operational Test: Each TMDMS unit shall be operated long enough to permit equipment temperature stabilization, and to check and record an adequate number of performance characteristics to ensure compliance with the requirements of these project specifications.
- NTCIP Test: A NTCIP test shall be performed at the TMDMS Manufacturer's facility. The Department may elect to perform and/or witness this test. The specifics of this factory acceptance test shall be proposed by the TMDMS Manufacturer to the Department for approval.
- Stand-Alone Tests: The TMDMS Manufacturer shall conduct an approved stand-alone test of the equipment installation at the field site. The test shall, as a minimum, exercise all stand-alone (non-network) functional operations of the field equipment with all of the equipment installed as per the contract documents.

Approved data forms shall be completed and turned over to the Department as the basis for review and rejection or acceptance. At least 30 working days' notice shall be given prior to all tests to permit the Department to observe each test.

### System Tests

After the installation of the TMDMS system is completed and the successful completion of the System Test, the TMDMS system shall be subjected to one continuous 72-hour full operating test prior to a 90-day test period. The test shall consist primarily of exercising all control, monitor and communications functions of the field equipment by the central management software.

The 90 days test period shall commence on the first day after the successful completion of the approved 72-hour continuous full operating test period.

During the 90 days test period, downtime, due to mechanical, electrical and/or other malfunctions, shall not exceed five (5) working days. The Engineer may extend the 90 days test period by a number of days equal to the downtime in excess of five (5) working days.

The Engineer will furnish the TMDMS vendor with a letter of approval stating the first day of the 90 days test period.

### Maintenance Services

The installation contractor shall provide complete maintenance services for the entire TMDMS assembly until the final acceptance. All labor, travel, replacement parts and associated costs necessary to maintain the TMDMS assembly shall be included in the contract at no additional cost to the Department.

The installation contractor shall correct all failures in the TMDMS assembly within 48 hours of notification from the Department until final acceptance. A failure of a sign installation shall be defined as the inability of the sign to function as per these specifications. A failure shall also be defined as the sign becoming unreadable or illegible as determined by the Department.

### Final System Acceptance

Final system acceptance will be defined as when all work and materials provided have been furnished and completely installed by the TMDMS Manufacturer, and all parts of the work have been approved and accepted by the Department and the Dynamic Message Sign System has been operated continuously and successfully for 90 calendar days with no more than 5 calendar days downtime due to mechanical, electrical and/or other malfunctions, as specified herein.

The warranty period, as specified in herein, will begin upon final acceptance.

### Operator's Manuals

A manual containing a general description and detailed operating and installation instructions shall be provided for each different type or model of equipment. One (1) copy of the manual shall be provided and kept in the sign cabinet. An additional ten (10) copies of the manual shall be submitted to the Department for each model of equipment. An additional copy of the manual shall be submitted to the Department on CD for each model of equipment. The manual shall include the following information:

1. A general description of the equipment including all information necessary to describe the basic use or function of the system components. This shall include a general block diagram presentation of the equipment. Where auxiliary equipment is required, tabular charts shall be included, listing such equipment. These charts shall include the nomenclature physical and electrical characteristics and functions of the auxiliary equipment unless such information is contained elsewhere in an associated manual. In the latter case, a reference shall be made to the location of the information pertaining to the auxiliary equipment.
2. The theory of operation of the system components in a clear, concise manner supported by simplified schematics, logic, data flow diagrams, one-function diagrams, etc. Timing and waveform diagrams and voltage levels shall be shown as required. A logical development shall be used starting with a system block level and proceeding to a circuit analysis. Circuit analysis shall be detailed whenever circuits are not normally found in standard textbooks. The application of new theoretical concepts shall be fully described. Where the design allows operation in a number of different modes, an operational description of each mode shall be included.
3. In simple, clear language, the routine of operation, from necessary preparations for placing the equipment into operation, to securing the equipment after operation. This section shall contain appropriate illustrations, with the sequence of operations presented in tabular form wherever feasible. This section shall also contain a list of applicable test instruments, aids and tools required in the performance of necessary measurements and technique of each system component. In addition, set-up test, and calibration procedures shall be described.
4. Schematic diagrams shall be complete and accurate as required to supplement the text material and to allow the books to be a self-contained technical information source. Maximum size of these diagrams should be limited to allow their use in close proximity of the equipment, in the classroom, etc., part reference symbols, test voltages, waveforms, and other aids to understanding of the circuit's function shall be included on the diagrams. Test voltages, waveforms, and other aids to understanding of the circuit's function may be shown on both the simplified schematics and other drawings (as required in the above sections) on theory of operation, or maintenance or on the schematic diagrams required for this section. The overall scope of information shall not be less, however, than that stated for the schematic diagrams.

### Software Manuals

The TMDMS Manufacturer shall provide manuals and data for the computer software system and components thereof. One (1) copy of the manual shall be provided and kept in the sign cabinet. Ten (10) additional copies of the manual shall be submitted to the Department for each version of software. One (1) copy of the manual shall be provided on CD. As software is upgraded, updated versions of the manual shall be provided. This submittal shall include the following:

1. Software user's manuals shall be supplied. Include instructions for performing a backup of all software and message libraries.
2. Two (2) copies of source programs, for master and sign controller software, shall be provided on CD-ROM. The Department shall have the right to duplicate the sign controller software as needed for use in controlling signs under its' jurisdiction.
3. The TMDMS Manufacturer's NTCIP MIB (Management Information Base) shall be provided to the Department.
4. Warranty information.
5. Preventive maintenance and maintenance information.

### Maintenance Manuals

A manual containing a general description and detailed maintenance instructions shall be provided for each different type or model of equipment. One (1) copy of the manual shall be provided and kept in the sign cabinet. An additional ten (10) copies of the manual shall be submitted to the Department for each model of equipment. One (1) copy of the manual shall be provided on CD. The manual shall include the following information:

1. The manufacturer's recommended procedures and checks necessary for preventive maintenance. This shall be specified for pre-operation, weekly, monthly, quarterly, semi-annual, annual, and "as required" checks as necessary to assure reliable equipment operation. Specifications, including tolerances, for all electrical, mechanical, and other applicable measurement, adjustments, or both, shall be listed. The TMDMS Manufacturer shall provide the Department with a sample preventive maintenance schedule.
2. Data necessary for isolation and repair of failures or malfunctions, assuming the maintenance technicians to be capable of analytical reasoning using the information provided above. Accuracies, limits, and tolerances for all electrical, physical or other applicable measurements shall be described. General instructions shall be included for disassembly, overhaul, and reassembly, including shop specifications or performance requirements.
3. Detailed instructions shall be given only where failure to follow special procedures would result in damage to the equipment, improper operation, or danger to operating or maintenance personnel.

4. The parts list shall contain all information required to describe the characteristics of the individual parts, as required for identification. It shall include a list of all equipment within a group and list of all assemblies, subassemblies, and replacement parts of units. The tabular arrangement shall be in alphanumeric order of the schematic reference symbols and shall give the associated description, manufacturer's name, and part number. A table of contents or some other convenient means, e.g., appropriate grouping, shall be provided for the purpose of identifying major components, assemblies, etc.

#### As-Built Documentation

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

The TMDMS Manufacturer shall prepare and submit the following detailed drawings for each sign:

- TMDMS character set as detailed herein,
- All non-catalog or custom-made components,
- Sign housing assembly details, including the component location details and a layout of all the display elements, complete with dimensions,
- Sign housing structural details, including member details, support mechanism details required for installation of the TMDMS onto the sign truss, welding details, and miscellaneous hardware details; complete with dimensions and sizes,
- Sign mounting bracket structural details, including miscellaneous members and hardware required to attach the TMDMS to the sign truss; complete with dimensions and sizes, and
- Wiring schematics.

Final documentation shall reflect all field changes and software modifications and shall be provided before final payment is made.

The TMDMS Manufacturer shall coordinate and take the lead on this effort with the installation contractor.

This documentation shall include drawings of conduit layouts, cable diagrams, wiring lists, cabinet layouts, wiring diagrams and schematics for all elements of the communications system. This shall also include detailed drawings identifying by cable type, color code and function, the routing of all conductors (pairs) in the communications system.

Four (4) copies of each As-Built installation shall be delivered to the Department with one complete copy to be placed in the equipment cabinet at each TMDMS location. Drawings left in the TMDMS shall be attached to the door with stainless steel fasteners and protected from weather with a waterproof enclosure.

### Warranty

The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. Any parts or equipment found to be defective and/or determined to be a failure in design, materials and workmanship during the warranty period shall be replaced free of charge. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. Company contact information and warranty dates should be clearly shown on the warranty certificate. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

Method of Measurement: Truss mounted changeable message sign shall be measured for payment Each per TMTDMS complete, in place, tested to assure all functionality and performance required above, and accepted by the Engineer.

Basis of Payment: Payment will be made at the unit price for Each TRUSS MOUNTED LED DYNAMIC MESSAGE SIGN which shall include all equipment, material, documentation, testing and labor detailed in the contract documents for this bid item.

## **SUPPORT EQUIPMENT AND MAINTENANCE**

The Contractor shall furnish the following equipment (MATERIAL ONLY) and deliver it to the Department:

There are no support requirements for this pay item.

- Dynamic Message Sign Controller – Qty. 1
- Dynamic Message Sign LED Modules with Driver Cards (7x5, 4 LEDS per pixel, 30 Degree) – Qty. 6
- Dynamic Message Sign External Power Supplies – Qty. 2 (enough to fully replace one DMS sign)
- Dynamic Message Sign Surge Arrestors – Qty 2 Complete Sets (enough for one DMS sign)

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for SUPPORT EQUIPMENT AND MAINTENANCE which price shall be payment in full for all labor, materials, and equipment required to provide the equipment specified above and deliver it to the Department.

### **FIBER OPTIC SPLICE-LATERAL**

The Contractor shall perform the following items:

The Contractor shall install fiber optic cable from the proposed DMS located on I-74 EB near Washington Street to the existing IDOT communications vault as shown on the plan sheets.

The fiber optic cable will be paid for separately under the pay item for FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM24F.

The Contractor shall laterally splice twelve single-mode fibers (six single mode fibers in each direction) from the proposed fiber optic cable into the existing backbone fiber inside the existing communications vault.

The Contractor shall terminate twelve fibers with ST connectors inside the proposed DMS controller cabinet.

The Contractor shall furnish and install a weatherproof splice kit inside the existing handhole and all other items required for fiber optic cable splicing and termination.

The Contractor shall submit shop drawings for all items for approval prior to ordering any materials.

The Contractor shall verify all field conditions prior to bidding. There will be no additional compensation for this work.

Method of Measurement: This work will be paid for per each per intersection (includes all splicing and termination as described above).

Basis of Payment: This work will be paid for at the contract unit price per Each for FIBER OPTIC SPLICE-LATERAL and shall be payment in full for all labor, materials, and equipment required to terminate and splice the fiber optic cable described above, complete.

### **REMOVE EXISTING SIGN COMPLETE**

This work shall consist of removing an existing ground-mounted sign and supports as shown in the plan sheets. The removal items shall consist of the sign panels and the structural steel supports. The sign panel shall become the property of the State and shall be delivered to the IDOT District 4 Sign Shop located at 1025 West Detweiller Drive, Peoria. The Contractor shall notify Bill Harrmann at telephone number (309) 693-5176 a minimum of forty-eight hours prior to delivery.

The supports, including hardware, shall become the property of the Contractor. The bid price shall reflect any salvage value for the supports and hardware.

Where the existing sign and supports are to be removed and be replaced by a new sign and new supports, the new sign shall be completely installed prior to the removal of the existing sign. However, duplicate signs are not to exist for periods in excess of 24 hours.

The removal of any concrete foundations will be paid for as REMOVE CONCRETE FOUNDATION-GROUND MOUNT.

Basis of Payment: This work will be paid for at the contract unit price Each for REMOVE EXISTING SIGN COMPLETE and shall be payment in full for all labor and equipment necessary to remove the sign and supports as herein specified and no additional compensation will be allowed.

### **REMOVE CONCRETE FOUNDATION – GROUND MOUNT**

This work shall consist of removing a concrete foundation for a ground-mounted sign support. All components of the concrete foundation, including the concrete, reinforcing, and stub post, shall be removed to at least one foot below the grade line.

The use of explosives of any kind will not be permitted in removing concrete foundations. The hole shall be back-filled with suitable material approved by the Engineer. The surface of the filled hole shall be treated to match the surrounding area.

All debris resulting from this operation shall be removed from the right-of-way at the Contractor's expense.

Basis of Payment: This work will be paid for at the contract unit price Each for REMOVE CONCRETE FOUNDATION – GROUND MOUNT, which price shall be payment in full for all equipment and labor necessary to complete the work and backfill the hole as herein described.

## **DRILLED SHAFT CONCRETE FOUNDATIONS**

This work shall consist of constructing Class SI concrete foundations for the installation of structural steel sign supports.

The concrete shall be obtained from a predetermined approved source. A list of approved suppliers may be obtained from each District.

Concrete foundations of the type and size as specified in the work order shall be constructed in accordance with the applicable requirements of Section 734. The top segment of the foundations shall be formed down to a depth of at least one (1) foot below the ground line. The top of the foundation shall be finished level, and all exposed surfaces shall be rubbed in accordance with Article 503.16.

The excavated material removed for installation of the foundations shall be disposed of outside the right-of-way at the Contractor's expense.

Concrete foundations will be measured for payment in accordance with the requirements of Article 503.21.

Basis of Payment: This work will be paid for at the contract unit price per Cubic Yard for DRILLED SHAFT CONCRETE FOUNDATIONS. This price shall be payment in full for all necessary excavating, back-filling, form-work, and furnishing and placing all materials, including the Class SI Concrete, reinforcing steel, anchor bolts, nuts, and washers complete in place.

## **FINAL CLEANING UP FOR TYPE III SIGN CONSTRUCTION**

The final cleaning up shall conform to the requirements set forth in Article 104.06. Each time the Contractor accomplishes work at any location, he will be required to clean up the work area before payment for that work will be submitted.

All costs due to compliance with this Special Provision will be included in pay items of the contract and no additional compensation will be allowed.

## **SHOULDER REMOVAL AND REPLACEMENT FOR ELECTRICAL WORK**

The Contractor shall remove existing shoulder to facilitate the installation of conduit at the locations shown in the plan sheets.

This work shall be in accordance with Sections 442.08 and 1030 of the Standard Specifications except as modified herein.

The width of the removal area shall be a minimum of two feet.

The Contractor shall sawcut the shoulder at the removal limits and excavate material as required to install the conduit at a 24" depth.

After installation of the conduit, the Contractor shall backfill the area with FA-6 using four-inch lifts and compact each lift using a hand compactor to ensure proper compaction.

The Contractor shall replace the shoulder with hot mix asphalt and the replacement shoulder shall have the same thickness as the existing shoulder. The hot mix asphalt mixture shall be approved by the Engineer prior to use.

All work shall be done to the satisfaction of the Engineer.

Method of Measurement: This work will be measured by linear foot of shoulder (24" minimum width).

Basis of Payment: This work will be paid for at the contract unit price per Foot for SHOULDER REMOVAL AND REPLACEMENT FOR ELECTRICAL WORK, which price shall be payment in full for all labor, materials, and equipment required to remove and replace the existing shoulder as described above.

## **STEP-DOWN TRANSFORMER**

This work shall be in accordance with the requirements set forth under Section 805, 827 and 1086 and Article 1068 of the Standard Specifications.

This work shall consist of furnishing a pad mounted NEMA 3R encapsulated outdoor rated 30 kVA, 480V x 240V transformer and 600V NEMA 4X stainless steel disconnect switch and installing it on an elevated concrete foundation at the I-74 WB DMS located east of Washington Street in East Peoria.

The Contractor shall install the transformer and disconnect switch in accordance with the plan detail sheet.

The Contractor shall furnish and install a mounting rack constructed from galvanized uni-strut onto the proposed concrete foundation.

The proposed concrete foundation will be paid for separately under the pay item CONCRETE FOUNDATION (SPECIAL).

The uni-strut shall be attached to the proposed concrete foundation using 3/4" diameter anchor bolts that are embedded at a 12" depth.

The Contractor shall furnish and install brackets, hardware, conduits, and all other items required to construct the unit-strut equipment mounting rails and install the service disconnect and transformer.

All work shall conform to NEC requirements.

Basis of Payment: This work will be paid for at the contract unit price of Each for STEP-DOWN TRANSFORMER which shall be payment in full for all labor, equipment, and materials required to furnish and install the step-down transformer as described above.

## **MISCELLANEOUS ELECTRICAL WORK**

This work shall consist of the following items:

### I-74 EB at Nebraska Avenue

- The Contractor shall furnish and install a two-pole, 60A molded case circuit breaker (10ka AIC rating) inside the existing ITS cabinet to power the proposed dynamic message sign (240V).

### I-74 EB at Fayette Street Ramp

- The Contractor shall furnish and install a two-pole, 60A molded case circuit breaker (20ka AIC rating) inside the existing traffic signal cabinet located at Fayette & Glen Oak to power the proposed dynamic message sign (240V).

### I-74 WB east of Washington Street

- The Contractor shall furnish and install a two-pole, 60A molded case circuit breaker (10ka AIC rating and 480V rating) inside the existing overhead lighting controller located at Washington Street & I-74 WB Ramps to power the proposed dynamic message sign (480V to step-down transformer at sign 240V).

### I-74 WB at Main Street

- The Contractor shall furnish and install a two-pole, 60A molded case circuit breaker (10ka AIC rating) inside the existing highway lighting controller cabinet located at IL Route 116 (Main Street) and I-74 WB Ramps to power the proposed dynamic message sign (240V).

All additional work required to establish service for the signs (install additional taps to transformers, additional cabling, etc.) will be considered extra work and paid for in accordance with Article 109.04.

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for MISCELLANEOUS ELECTRICAL WORK and shall be payment in full for all labor, materials, and equipment required to install the electrical items at the locations described above, complete.

**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."

#### **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](mailto: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](mailto: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.

**DISPOSAL FEES (BDE)**

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- “(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor’s stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability and workmen’s compensation insurance premiums, unemployment insurance contributions, and social security tax.

- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.
- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

### **EQUIPMENT PARKING AND STORAGE (BDE)**

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

**"701.11 Equipment Parking and Storage.** During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer."

**PORTLAND CEMENT CONCRETE (BDE)**

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching Bridge Deck Patching (10)	4.0 - 8.0"
	PP-1	
	PP-2	
	PP-3	
	PP-4	
	PP-5	

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

“(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type.”

**REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)**

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

**“SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

**669.01 Description.** This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

**669.02 Equipment.** The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

**669.03 Pre-Construction Submittals and Qualifications.** Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a “Regulated Substances Pre-Construction Plan (RSPCP)” to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) **Regulated Substances Monitoring.** Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) **Underground Storage Tank Removal.** Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A “Regulated Substances Pre-Construction Plan (RSPCP) Addendum” and submitted to the Engineer for approval.

## CONSTRUCTION REQUIREMENTS

**669.04 Regulated Substances Monitoring.** Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. 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)".

- (a) Environmental Observation. Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) Field Screening. Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

**669.05 Regulated Substances Management and Disposal.** The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
- (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
  - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.

- (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1) through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.
- (1) The pH of the soil is less than 6.25 or greater than 9.0.
  - (2) The soil exhibited PID or FID readings in excess of background levels.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than  $10^{-7}$  cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal 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 landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

**669.06 Non-Special Waste Certification.** An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

- (a) Definition. A waste is considered a non-special waste as long as it is not:
- (1) a potentially infectious medical waste;
  - (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;
  - (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
  - (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
  - (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
  - (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
  - (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
  - (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.
- (b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:
- (1) the means by which the generator has determined the waste is not a hazardous waste;
  - (2) the means by which the generator has determined the waste is not a liquid;
  - (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
  - (4) if the waste does not undergo testing, an explanation as to why no testing is needed;
  - (5) a description of the process generating the waste; and
  - (6) relevant material safety data sheets.

**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. 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.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) Non-Special Waste. When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) Special Waste and Hazardous Waste. Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

**669.08 Underground Storage Tank Removal.** For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

**669.09 Regulated Substances Final Construction Report.** Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

**669.10 Method of Measurement.** Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

**669.11 Basis of Payment.** The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

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) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT.”

**SPEED DISPLAY TRAILER (BDE)**

Effective: April 2, 2014

Revised: January 1, 2017

Revise the third paragraph of Article 701.11 of the Standard Specifications to read:

“When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment.”

Add the following to Article 701.15 of the Standard Specifications:

“(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) When speed display trailers are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other speed display trailers, this work will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

- “(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of  $\pm 1$  mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125 and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the work zone posted speed limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25 mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. On any roadway facility if detected speeds are less than 25 mph, they shall not be displayed. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

## **STEEL PLATE BEAM GUARDRAIL MANUFACTURING (BDE)**

Effective: January 1, 2019

Revise the first three paragraphs of Article 1006.25 of the Standard Specifications to read:

“**1006.25 Steel Plate Beam Guardrail.** Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. The guardrail shall be Class A, with a Type II galvanized coating.

Steel plates for mounting guardrail on existing culverts shall be according to AASHTO M 270 Grade 36 (M 270M Grade 250) and zinc coated according to AASHTO M 111.

The Department will accept guardrail based on the “Brand Registration and Guarantee” requirements of AASHTO M 180 and the manufacturer shall be listed as compliant through the NTPEP Program. The Department will maintain a qualified product list.”

**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%”

**TRAFFIC CONTROL DEVICES - CONES (BDE)**

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer’s specifications such that they are not moved by wind or passing traffic.”

**TRAFFIC SPOTTERS (BDE)**

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

**“701.13 Flaggers and Spotters.** Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver’s license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver’s license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor’s control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger’s chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer.

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

#### **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

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 Monday through Sunday 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 **60** working days.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

(1) The number and work hours of minority and 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 \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

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

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

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

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

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

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

## Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.