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Letting April 23, 2021

Notice to Bidders, Specifications and Proposal



**Contract No. 72M57
SANGAMON County
Section (6)TS-2,SW
Route FAP 75
Project HSIP-N5GS(735)
District 6 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. April 23, 2021 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. 72M57
SANGAMON County
Section (6)TS-2,SW
Project HSIP-N5GS(735)
Route FAP 75
District 6 Construction Funds**

Traffic signal modernization at the intersection along IL 29 at Walnut Street, State Street and Cardinal Hill in Rochester.

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Acting Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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 1-1-21)

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STATE OF ILLINOIS

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 Route FAP 75 (IL-29), Project HSIP-N5GS(735), Section (6) TS-2, SW, Sangamon County, Contract No. 72M57 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

FAP Route 75 (IL-29) at the intersections of IL-29 & Walnut St., IL-29 & State St., and IL-29 & Cardinal Hill Rd. in Rochester, IL, in Sangamon County.

DESCRIPTION OF PROJECT

This work consists of traffic signal modernization and installation of pedestrian signals and push buttons.

TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Revised: October 3, 2020

The following Traffic Control and Protection will apply to this project:

HIGHWAY STANDARDS:

- | | |
|--------|---|
| 701601 | This standard will be used for all activities on multilane, 1 way or 2 way urban sections with non-traversable median requiring a lane closure. |
| 701701 | This standard will be used for all work activities involving a multilane urban intersection. |
| 701801 | This standard will be utilized for all sidewalk closures throughout the project limits. |
| 701901 | This standard describes all permissible traffic control devices that can be utilized with the above-mentioned traffic control standards. |

Limitations of Construction: The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. The Contractor shall contact the District Six Bureau of Operations (217) 785-5306 at least 72 hours in advance of beginning work, and three (3) weeks prior to implementing any traffic control.
2. In advance of each lane closure, the Contractor shall provide two (2) "BE PREPARED TO STOP" (W3-4(O)48) signs. These signs shall be tripod mounted and placed at locations as designated by the Engineer, to provide adequate warning in advance of traffic back-ups. The signs will not be paid for separately but shall be included as part of the contract unit bid prices for the traffic control and protection pay items.
3. Day-time only lane closures will be permitted.

STATUS OF UTILITIES TO BE ADJUSTED

Reviewed: April 14, 2020

The following utilities are involved in this project. The utility companies have provided the estimated dates.

<u>Name & Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date of Relocation Completed</u>
Ms. Sherrie Gary Ameren Central Illinois Light Co. 825 N MacArthur Springfield, Illinois 62702 Phone : 753-5182 Fax No : E-Mail: Sgary@ameren.com Electric Service	<u>Electric</u>		<u>None Anticipated</u>
<u>Mr. Richard Combs</u> <u>AmerenCILCO</u> <u>825 North MacArthur</u> <u>Springfield, IL 62701</u> <u>Send all Gas plans</u> <u>Phone :1-217-753-5187</u> <u>Cell: 1-217-971-0517</u> <u>Fax No:</u> <u>Gas Service</u> <u>E-Mail: rcombs@ameren.com</u>	<u>Gas</u>		<u>None Anticipated</u>
<u>AmerenCILCO TRANSMISSION</u> <u>If sending plans to RICK COMBS also</u> <u>send to Kevin Verhostad</u> <u>E-Mail: KVerhofstad@ameren.com</u> <u>Alex Schroeder</u> <u>E-Mail: ASchroeder3@ameren.com</u> <u>Nolan Severson</u> <u>E-Mail: NSeverson@ameren.com</u>	<u>Gas</u>		<u>None Anticipated</u>
<u>Heather Bender</u> <u>AT&T OSP Design Engineer-Outstate</u> <u>IL</u> <u>1640 E Hazel Dell, Springfield, IL 62703</u> <u>Office: (217)789-5504</u> <u>Cell: (309) 679-7604</u> <u>Email: hf3764@att.com</u>	<u>Fiber Optic</u>		<u>None Anticipated</u>

Route FAP 75 (IL-29)
Project HSIP-N5GS(735)
Section (6) TS-2, SW
Sangamon County
Contract No. 72M57
None Anticipated

Water/Sewer

Mr. Joe Suerdieck
City Of Rochester
1 Community Drive
Box 618
Rochester, IL 62562
Phone: 217-498-7192
E-MAIL: jsuerdieck@rochesteril.org

Mr. Mark Mills
Windstream
102 East Schafer
Forsyth, IL 62535
Phone: 1-217-876-7194 Ext. 240
Mark.Mills@Windstream.com
Jerome.Light@windstream.com

Communications

None Anticipated

David E. Fereira
Windstream
Project Manager
211-B SW Adams Street
Peoria, IL 61602
David.Fereira@Windstream.com
Office: 1-309-282-3110
Cell: 1-309-253-0930
fax: 1-309-282-0205

Communications

None Anticipated

Mr. Dave Bly
Comcast Communications
711 South Dirksen Parkway
Springfield Illinois 62703
Phone – 217-527-2967
Cell: 1-217-306-3759
David_Bly@cable.comcast.com
SEND ALL PLANS TO DAVE

Communications

None Anticipated

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the Standard Specifications shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

UNDERGROUND FACILITIES – DEPARTMENT OWNED

Revised: February 1, 1996
Reviewed: April 14, 2020

The Contractor's attention is directed to the presence of state-owned underground electrical cable within the limits of the proposed improvement. The Contractor shall request the Illinois Department of Transportation in Springfield, Bureau of Traffic (217) 524-9161, to locate the underground facilities, providing a minimum of 72 hours' notice. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) System.

Any damage to the underground facilities, caused by the Contractor resulting from his failure to contact the Illinois Department of Transportation as specified above or from negligent operation, shall be repaired to the satisfaction of the Department at the Contractor's expense, including temporary repairs which may be required to keep the facility operational while material is being obtained to make permanent repairs. Splicing of electric cable will not be allowed. Electric cables shall be replaced from pole to pole or controller.

CONSTRUCTION PROCEDURE FOR PUBLIC EVENTS

Effective: October 1, 1990
Revised: April 14, 2020

There shall be no construction activity within the limits of this project during the Illinois State Fair, August 12 - 22, 2021. No broken pavement, open holes, or trenches shall remain on, or adjacent to, the traveled way during this event. Barricades, cones, drums or other warning devices shall also be removed from the traveled way during these periods. These periods shall begin at 3:30 p.m. on the day preceding the beginning day of each event, and end at 12:00 midnight on the final day of each event.

Any inconvenience caused the Contractor in complying with this special provision shall be considered as incidental to the contract and no additional compensation will be allowed.

HANDHOLE AND DOUBLE HANDHOLE, COMPOSITE CONCRETE

Description. This work shall consist of furnishing the materials and installing a precast composite concrete handhole, heavy-duty handhole, or double handhole in accordance with Sections 814 and 1088.05 of the Standard Specifications and the following additions or exceptions.

Precast composite concrete handhole or double handhole: The frame and cover shall be constructed of a polymer concrete and reinforced with a heavy-weave fiberglass cloth. The material shall be in accordance with Section 1088.05 of the Standard Specifications. The nominal dimensions of the handhole shall be a minimum 17"(W) x 30"(L) x 30"(D) and the nominal dimensions of the double handhole shall be a minimum 30"(W) x 48"(L) x 30"(D).

The cover shall contain the legend "TRAFFIC SIGNALS" and shall be held down by two stainless steel hex head bolts. The cover shall contain 2 recessed lift pins. The cover for a double handhole shall be a split lid, 2-piece cover.

Basis of Payment. This work will be paid for at the contract unit price per each for HANDHOLE; COMPOSITE CONCRETE or DOUBLE HANDHOLE, COMPOSITE CONCRETE.

TRAFFIC SIGNAL POST, ALUMINUM

Effective January 19, 2010

Description. This work shall consist of furnishing and installing a traffic signal post of the type and length indicated on the plans in accordance with Sections 875 and 1077.01 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

An aluminum collar shall be attached where the post connects to the base. Minimum 1" diameter washers may be used between the post base and the anchor bolts to level the post.

Basis of Payment. This item will be paid for at the contract unit price per each for TRAFFIC SIGNAL POST, ALUMINUM of the type and length indicated on the plans.

PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, L.E.D., BRACKET MOUNTED WITH COUNT DOWN TIMER

Effective January 19, 2010

Description. This work shall consist of furnishing and installing a pedestrian signal head with countdown timer and with the number of faces indicated on the plans in accordance with Sections 881 and 1078.02 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

Optical Unit: The optical unit shall be compliant with Section 4E.07 of the 2009 MUTCD. All Walk and Don't Walk indications shall be illuminated with light emitting diodes (LED). The LED's shall display a portland orange filled hand and a lunar white filled walking person. All countdown number indications shall consist of two (2) rows of LED's displaying portland orange numerals and shall have a minimum height of 6 inches. The countdown timer shall be capable of automatically adjusting to the programmed intervals in the traffic signal controller. LED modules shall conform to ITE specifications and standards for LED vehicle traffic signal modules and the following:

1. The LED module shall operate between -40° F and +165° F throughout an operating voltage range of 80 VAC to 135 VAC.
2. The lens of each indication shall be tinted with a wavelength-matched color or textured to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. If a polymeric lens is supplied, a surface coating shall be applied to provide abrasion resistance.
3. LED modules shall not contain Aluminum Gallium Arsenide (AlGaAs) LED's.
4. LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set to a non-dimming operation.
5. In the event of a power outage, light output from the LED module shall cease instantaneously.
6. The LED module shall have a minimum life expectancy of 5 years.

Warranty Provisions: The LED modules which exhibit luminous intensities less than the minimum values specified within the first 60 months of the date of delivery shall be promptly replaced or repaired by the manufacturer at no cost to the state.

Basis of Payment. This item will be paid for at the contract unit price per each for PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, L.E.D., BRACKET MOUNTED WITH COUNTDOWN TIMER with the number of faces indicated on the plans.

ELECTRIC CABLE IN CONDUIT

Effective November 1, 1984
Revised September 7, 2010

Description. This work shall consist of furnishing and installing electric cable of the type size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction except as described herein.

All stranded wire connections in signal heads, push buttons, terminal compartments shall be made with insulated spade connections.

Cables shall be identified by color coded tape applied at both the signal and controller ends. The color-coding shall be as shown on the plans.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE IN CONDUIT of the type, size, and number of conductors specified.

FULL-ACTUATED CONTROLLER AND CABINET

Revised: Feb. 11, 2013

Description. This item shall consist of furnishing, installing and placing into operation a multi-phase microprocessor based controller at the location(s) indicated on the plans, or as directed by the Engineer. The controller shall comply with the requirements of Sections 857, 1073.01 and 1074.03 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

General. The controller shall meet or exceed the requirements of the NEMA TS2 standards for a Type 1 controller. Data entry shall be by keyboard or personal computer. The controller shall be fully compatible with the NTCIP Standard.

If rivets are exposed on the outside of the cabinet, they shall be either stainless steel or aluminum to prevent oxidation.

Type IV Cabinet: The bottom edge of the main back panel for Type IV Cabinets shall be a minimum of 24" from the bottom of the cabinet enclosure to allow installation of an additional shelf and signal equipment if necessary.

The controller cabinet shall contain a pullout tray for placement of a laptop computer.

The controller cabinet shall have a door switch that will turn off the video detection monitor when the cabinet door is closed.

The controller timings shall be stored in a hot swappable storage device that can be inserted or removed without powering down the controller. The device shall be capable of storing the entire controller database and the controller shall be capable of functioning without the storage device present.

There shall be three communications ports. Port 1 shall be a high-speed serial bus for communications with the Malfunction Management Unit, Terminals and Facilities, and detection. Communications shall be SDLC format with defined protocol, EIA RS-485 interface. Port 2 shall be an EIA RS-232C interface to allow use of a personal computer for data entry and transfer of status and events or output of timing and operational data to a printer. Port 3 shall be for systems interface. The controller shall also have an Ethernet port that shall support 10/100 Base T networks.

Coordination: The coordinator shall provide a minimum of twenty timing plans with a minimum of one cycle length, one set of splits and three offsets per timing plan. Cycle lengths shall be adjustable from 30-255 seconds, splits and offsets shall be set in seconds or percent, and offsets reference to beginning of green of the first served coordinated phase.

Diagnostics: The controller and terminal facility shall have full diagnostics in accordance with the NEMA TS2 standard.

Malfunction Management Unit: The malfunction management unit shall be a Type 1 sixteen channel with three inputs per channel.

Terminals and Facilities: The terminal facilities shall have TS1 compatible load switches, flasher and flash transfer relay. The load switches shall contain two LED indicators per circuit to provide information concerning the circuit input and output states. The backpanel must accommodate 16 load switches.

All main panel wiring shall conform to the following wire size and color:

Green/Walk load switch output		brown wire, 14 gauge
Yellow load switch output		yellow wire, 14 gauge
Red/Don't Walk load switch output		red wire, 14 gauge
MMU (other than AC power)		violet wire, 22 gauge
Controller I/O		blue wire, 22 gauge
AC Line - power panel to main panel (1 for each 4 LS)		black wire, 10 gauge
AC Line – main panel		black wire, 14 gauge
AC Neutral – power panel to main panel		white wire, 10 gauge
Earth ground – power panel		green wire, 8 gauge
Flash programming	flasher terminal	orange wire, 14 gauge
	Red or yellow field terminal	black wire, 14 gauge

The main panel shall incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into flash. The relay shall have a momentary pushbutton to apply power to the load switch input for troubleshooting.

A Bus Interface Unit (BIU) shall be used for I/O electronics.

Detection interface to the controller shall be through a BIU.

The surge suppression for the controller cabinet shall be an EDCO SHA 1250, base mounted. The normally open contacts of the suppressor shall be wired to the alarm 2 input of the controller for system monitoring.

Basis of Payment. This item will be paid for at the contract unit price per each for FULL-ACTUATED CONTROLLER AND CABINET, of the sequence, phasing, and cabinet shown on the plans.

STEEL COMBINATION MAST ARM ASSEMBLY AND POLE

Revised: Oct. 22, 2012

Description. This work shall conform to the requirements of Sections 877 and 1077.03 of the Standard Specifications and the following additions or exceptions.

The combination mast arm assembly shall be supplied with 15-foot luminaire mast arm for mounting the luminaire as indicated on the plans.

Basis of Payment. This work will be paid for at the contract unit price per each for STEEL COMBINATION MAST ARM ASSEMBLY AND POLE of the signal arm length specified.

UNDERGROUND CONDUIT

Description. This work shall consist of furnishing and installing a conduit of the type and size specified in accordance with Sections 810 and 1088.01(b) or 1088.01(c) of the Standard Specifications for Road and Bridge Construction except as described herein.

PVC Conduits: When it is necessary to connect PVC conduit to steel conduit a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

When conduits are installed in the excavation in back of curb, the conduit shall be installed below driveway and entrances at a depth which will prevent the conduit from protruding into the entrance pavement material.

PVC Conduit, Augered: The term augered shall cover both the pushed and bored method of installing conduit. Because of differences in equipment and techniques, the contractor may use either method to install the conduit for the term AUGERED.

In the event that latent subsurface physical conditions are encountered which prevents the conduit of pilot hole from being augered or pushed through the entire conduit run in three (3) sincere attempts, as determined by the Engineer, compensation for the proposed conduit run will be as follows:

1. The Department will delete the contract specified method of payment for the subject conduit run.

2. The Department will pay for the installation of the conduit run and the three unsuccessful attempts to install the conduit run, under Article 109.04 of the Standard Specification on the force account basis.
3. The Engineer will determine the method to be utilized to install the conduit run.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for UNDERGROUND CONDUIT, of the size and type specified.

FIBER OPTIC CABLE 24 FIBERS, SINGLE MODE

Revised: September 26, 2012

Description. This work shall consist of furnishing and installing a fiber optic cable in accordance with the requirements of Sections 871 and 1076.02 of the Standard Specifications for Road and Bridge Construction and the following additions.

All fibers within the cable shall be terminated. The multimode fiber shall be terminated with an ST connector and the single mode fiber shall be terminated with a SC connector. The connector type shall be either hot-melt, epoxy, or crimp-on. The connectors shall meet TIA/EIA 568B specifications and shall have an operating temperature range of 14°F (-10°C) to 140°F (60°C). The connectors shall be free from defects in material and manufacture for 6 months. Unused fibers shall be secured within the distribution enclosure and readily available for use.

Locator Wire: A #14 AWG minimum, THHN wire shall be installed along side of the fiber optic cable. The wire shall be secured in the control cabinet to prevent accidental removal. The locator wire shall not be terminated to the control facility. If the existing interconnect cable remains in place in a continuous run between cabinets, then the locator wire may be omitted.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for FIBER OPTIC CABLE, of the type, size, and number of fibers indicated on the plans.

GULFBOX JUNCTION, COMPOSITE CONCRETE

Effective September 14, 1990

Revised February 1, 2010

Description. This work shall consist of furnishing and installing a composite concrete junction box at a location(s) shown on the plans in accordance with Sections 815 and 1088.07 of the Standard Specifications and the following additions or exceptions.

The box shall be made of polymer concrete and fiber reinforced polyester. The nominal dimensions shall be 13" x 24" x 18" D. The box and cover shall have a design load of 15,000-lbs. minimum with a test load of 22,500-lbs. minimum. The lid logo shall be "TRAFFIC" and shall be held down by two stainless steel hex head bolts and have a skid resistant surface. The walls shall be straight. The box shall be set on 12 inches of compacted CA 6 for drainage. When the box is placed in a driveway or sidewalk, expansion material shall be placed around the box.

Basis of Payment. This work will be paid for at the contract unit price per each for GULFBOX JUNCTION, COMPOST CONCRETE.

CAMERA MOUNTING ASSEMBLY

Description. This work shall consist of furnishing and installing a camera mounting assembly as shown on the plan details.

The assembly consists of two adjustable galvanized steel mast arm clamps, 8 feet of galvanized steel schedule 80 pipe, and a camera mounting bracket. The camera mounting bracket shall be affixed to the pipe with stainless steel 3/4" banding.

Basis of Payment. This work will be paid for at the contract unit price per each for CAMERA MOUNTING ASSEMBLY.

TRAFFIC SIGNAL BACKPLATE, RETROREFLECTIVE

Effective: July 1, 2009

Revised: January 19, 2017

Description. This work shall consist of furnishing and installing a traffic signal backplate in accordance with Sections 882 and 1078.03 of the Standard Specifications for Road and Bridge Construction and the following exceptions.

The traffic signal backplates shall be of the same material as the traffic signal heads as specified on the plans.

The following modifications shall be made to Art. 1078.03 TRAFFIC SIGNAL BACKPLATE paragraph 4: A three (3) inch wide strip of reflective sheeting shall be applied to the outside perimeter of the face of the backplates. The reflective tape shall be fluorescent yellow in color and shall consist of type ZZ sheeting.

Basis of Payment. This item will be paid for at the contract unit price per each for TRAFFIC SIGNAL BACKPLATE, RETROREFLECTIVE.

VIDEO VEHICLE DETECTION SYSTEM

Revised: January 1, 2008

Description. This work shall consist of furnishing, installing and placing into operation a vehicle detection system, which detects vehicles by processing video images and providing detection outputs to a traffic signal controller. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS1 and TS2 Specifications.

Hardware The sensor shall be four integrated imaging CCD arrays with optics, high-speed, color, image-processing hardware and a CPU bundled into a sealed enclosure. The environmental enclosure shall be waterproof and dust-tight to NEMA-4 specifications. The enclosure shall allow the sensor to operate satisfactorily over an ambient temperature range from -29.2° F (-34° C) to 140° F (60° C) while exposed to precipitation as well as direct sunlight. The enclosure shall allow the image sensor horizon to be rotated during field installation. The enclosure shall include a provision at the rear of the enclosure for connection of the factory-fabricated power and communications cable. Input power to the environmental enclosure shall be 110/220 VAC and either 50 or 60 Hz. A heater shall be at the front of the enclosure to prevent the formation of ice and condensation in cold weather, as well as to assure proper operation of the lens' iris

mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interference with the video signal. The enclosure shall be light-colored and shall include a sun shield to minimize solar heating and glare. The front edge of the sunshield shall protrude beyond the front edge of the environmental enclosure and shall include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sunshield shall be adjustable to prevent direct sunlight from entering the lens or hitting the faceplate.

The sensor shall process a minimum of twenty detector zones placed anywhere in the field of view of the sensor. The sensor shall have the ability to produce digital streaming MPEG-4 video output. The video output shall have the ability to selectively show overlaid graphics indicating the current real-time detection state of each individual detector defined in the video. The sensor output color video shall be viewed with any compatible video-display device.

Sensor Hardware As a minimum each image sensor shall produce images with a CCD sensing element with a horizontal resolution > 470 TVL NTSC. Images shall be output as video conforming to NTSC or PAL specifications and provide software MPEG-4 video compression. The sensor shall provide direct real-time iris and shutter speed control, be usable for video surveillance, provide an optical filter and appropriate electronic circuitry in the sensor to suppress "blooming" effects at night, and have gamma for the image sensor present at the factory to a value of 1.0.

Sensor Optics: The machine vision sensor shall be equipped with an integrated zoom lens with zoom and focus capabilities that can be changed using either configuration computer software or a hand-held controller.

Functional: The sensor shall be able to be programmed with a variety of detector types that perform specific functions selectable by software. Detector types shall include stopline detectors capable of providing presence of moving vehicle detection based upon phase status, presence detectors, directional presence, and input detectors. Additionally, phase green or red shall be displayed. The sensor shall also have the capability of being programmed with dilemma zone detectors used to extend green time when vehicles are detected in advance of an intersection. The unit shall monitor a programmable contrast detector and apply video loss timing parameters to the output by implementing minimum, maximum, or user defined fixed time recall the assigned phase(s). The detector shall be capable of having Boolean logic applied to multiple detectors or a minimum number of detectors out of a total present, prior to placing a call.

Detector features shall include:

- a.) Count detection - outputs traffic volume statistics and generates traffic counts and occupancy.
- b.) Presence detection - indicate presence of a vehicle, stopped vehicle, or vehicles traveling in the wrong direction.
- c.) Dilemma Zone Detection – detect the presence of vehicles a specific distance from the intersection in order to extend green time
- d.) Speed detection - provide vehicle counts, speed, length, and classification.
- e.) Detector function combines - outputs of multiple detectors via Boolean logic functions.
- f.) Label displays - information on the machine video output and passes input information to other detectors.
- g.) Detector Station - collects and reports traffic data gathered over specified time intervals.
- h.) Incident detection - monitor traffic parameters for conditions that indicate an incident has occurred, such as an accident or a stalled vehicle that results in a sudden reduction in roadway capacity or throughput.

- i.) Schedulers - define plans that can be used by other detectors to specify different parameters for each time-of-day plan.
- j.) Contrast Loss detection - monitor the quality of the video image that the machine vision sensor is processing.
- k.) Speed Alarm - generates alarm outputs based on user-defined algorithms using speed.

External Interfaces: The external interfaces to the sensor shall include an access point specifically to exchange detector state data with the cabinet interface devices.

Sensor Field Interface Equipment: An interface panel shall be provided for installation. The interface panel shall provide a terminal block for terminating power and wiring to the image sensor.

Supervisor Communications Port. There shall be an interface panel port to configure and provide general communications. The sensor shall use an RJ45 Ethernet connection to facilitate 10/100 Mbps communications via a network of rack cards to a remote or local PC client/server application. The communications port shall allow the user to update the embedded software with a new software release and interact with a PC client/server application for all of the various detection requests supported by the sensor.

Interface Panel. The interface panel shall provide a dedicated interface between the machine vision sensor and a detector port master such as a card rack or Access Point. The real-time state of phase inputs shall be transmitted to the sensor. The sensor shall exchange input and output state data with the detector port master every 100 ms. A detector port master shall subsequently translate the detection states in an electrically compatible manner to a traffic signal controller:

- (1) The interface card immediately upon receipt of the state change shall apply single pin state outputs and each on or off pulse shall be guaranteed a minimum pulse width of 100 ms.
- (2) Speed outputs from 2 pins shall reflect the true output of the delay proportional to measured speed within ± 1 ms.

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

Sensor Operations Log. The machine vision sensor shall maintain a non-volatile operations log, which minimally contains:

- a. Revision numbers for the current machine vision sensor hardware and software components in operation.
- b. Title and comments for the detector configuration.
- c. Date and time the last detector configuration was downloaded to the machine vision sensor.
- d. Date and time the operation log was last cleared.
- e. Date and time communications were opened or closed with the machine vision sensor.
- f. Date and time of last power-up.
- g. Time-stamped, self-diagnosed hardware, and software errors that shall aid in system maintenance and troubleshooting.

Sensor Vehicle Detection Performance: The real time detection performance of the machine vision sensor shall be optimized by following the guidelines for the traffic application including, sensor mounting location; the number of traffic lanes to monitor; the sizing, placement, and orientation of vehicle detectors; traffic approaching and/or departing from the sensor's field of view; and minimizing the effects of lane changing maneuvers.

Detection Zone Placement. The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the field of view of the machine vision sensor. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. A single detection zone shall be able to replace one or more conventional detector loops connected in series. Detection zones shall be able to be overlapped for optimal road coverage. In addition, selective groups of detectors shall be able to be logically combined into a single output by using optional delay and extend timing and signal state information. Optimal detection shall be achieved when the sensor placement provides an unobstructed view of each traffic lane where vehicle detection is required. Obstructions are not limited to fixed objects. Obstruction of the view can also occur when vehicles from a lane nearer to the sensor obscure the view of the roadway of a lane further away from the sensor.

Detection Zone Programming. Placement of detection zones shall be by means of a portable or desktop computer using a Windows operating system, a keyboard, and a mouse. The VGA monitor shall be able to show the detection zones superimposed on images of traffic scenes. The mouse and keyboard shall be used to place, size, and orient detection zones to provide optimal road coverage for vehicle detection; modify detector parameters for site geometry to optimize performance; edit previously defined detector configurations; adjust the detection zone size and placement; add detectors for additional traffic applications; reprogram the sensor for different traffic applications, changes in installation site geometry, or traffic rerouting.

It shall be possible to download detector configurations from the computer to the sensor; upload the current detector configuration that is running in the sensor; back up detector configurations by saving them to the computer's removable or fixed disks; perform the above upload, store, and retrieve functions for video snapshots of the sensors' view.

Optimal Detection. The sensor shall be able to view either approaching or departing traffic or both in the same field of view. The sensor, when placed at a mounting height that minimizes vehicle image occlusion and equipped with a lens to match the width of the road shall be able to monitor a maximum of 6 to 8 traffic lanes simultaneously.

Detection Zone Operation. The sensor's real-time detection operation shall be verifiable through the following means:

- a) View the video output of the sensor with any standard video display device (monitor).
- b) The video output of the sensor shall be capable of selectively transmitting:
 - 1) Camera video only.
 - 2) Analog video overlaid with the current real-time detection state of each detector.
 - 3) Camera video with overlaid, scaled cross-hairs that are used for aiming the sensor (during installation).
 - 4) Individual detectors shall have the option of being hidden.
- c) View the associated output LED state on the detector port master:
 - 1) An LED shall be ON when its assigned detector output or signal controller phase input is on.
 - 2) An LED shall be OFF when its assigned detector or signal controller input is off.

Count Detection Performance. Using a sensor installed within the optimal viewing specifications described above for count station traffic applications, the system shall be able to accurately count vehicles with at least 96% accuracy under normal operating conditions (day and night) and at least 93% accuracy under adverse conditions. Adverse conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc.

Demand Presence Detection Performance. Using a sensor installed within the optimal viewing specifications described above for intersection control applications the system shall be able to accurately provide demand presence detection. The demand presence accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence shall be less than 1-percent error under all operating conditions. In the presence of adverse conditions, the machine vision sensor shall minimize extraneous (false) protected movement calls to less than 7 %.

Speed Detection Performance. The sensor shall accurately measure average (arithmetic mean) speed of multiple vehicles with more than 98% accuracy under all operating conditions for approaching and departing traffic. The average speed measurement shall include more than 10 vehicles in the sample to ensure statistical significance. The sensor shall accurately measure individual vehicle speeds with more than 95% accuracy under all operating conditions for vehicles approaching the sensor (viewing the front end of vehicles), 90% accuracy for vehicles departing from the sensor (viewing the rear end of vehicles). These specifications shall apply to vehicles that travel through both the count and speed detector pair and shall not include partial detection situations created by lane changing maneuvers.

Sensor Electrical. The video output of the sensor shall be isolated from earth ground. All video connections from the sensor to the interface panel shall also be isolated from earth ground. The video output, communication, and power stages of the sensor shall include transient protection to prevent damage to the sensor due to voltage transients occurring on the cable leading from the machine vision sensor to other field terminations. Connections for video, communications and power shall be made to the image sensor using a “three wires only” branch cable connection and shall be installed to the interface panel with compression blocks. The machine vision sensor shall have passed requirements for and received the CE mark. The power to the sensor shall be fused in the controller cabinet.

Auxiliary Equipment. The system shall be supplied with a color 10-inch monitor in the controller cabinet to display a camera field of view with detection areas overlaid. The input to the monitor shall be selectable from any of the cameras in the system via a push button selector device. An Ethernet cable shall be supplied in the cabinet to allow for communications from the video detection system to a laptop computer.

Training. The supplier of the video detection system shall provide two days of training to maintenance and engineering personnel in the operation, setup and maintenance of the video detection system.

Basis of Payment. This work will be paid for at the contract unit price per each for VIDEO VEHICLE DETECTION SYSTEM.

PEDESTRIAN PUSH-BUTTON

Effective September 7, 2001

Revised September 1, 2016

Description. This work shall consist of furnishing and installing a pedestrian push-button in accordance with Sections 888 and 1074.02 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

Housing: The housing shall be round with an approximate outside diameter of 3 inches and shall be made of aluminum. The mounting screws and terminal screws shall be stainless steel.

Push-button: The push-button shall be made of aluminum or stainless steel and meet ADA requirements for pedestrian crossing controls. The switch shall be solid state and have momentary signal duration to prevent the button from being stuck on. The switch shall be sealed for protection from all weather conditions and shall have an operating life of at least 20 million operations.

ADA Requirements: Mounting height of the pushbutton shall be between 3.5 feet and 2.5 feet. Preferred mounting height of the pushbutton is 3 feet. The reach of the pushbutton shall be maximum of 10 inches away from the edge of the sidewalk. Pushbutton shall be adjacent to all-weather surface to provide access from a wheelchair. If the 10-inch maximum distance from the sidewalk is not achieved, a modular extension bracket shall be installed. The pushbutton face should be parallel to the crosswalk it controls.

Modular Extension Bracket: The extension bracket shall be adjustable for various reach ranges from the sidewalk, with maximum of 18 inches. Extension bracket shall be vandal and weatherproof and shall be bolted or banded to the signal post or mast arm pole. In addition, brackets shall be aluminum and/or stainless steel. The extension bracket shall not be made from onsite spare parts but shall be furnished from an approved manufacturer.

Basis of Payment. This work will be paid for at the contract unit price each for PEDESTRIAN PUSH-BUTTON.

REMOVE EXISTING SERVICE INSTALLATION

Effective: October 19, 1990

Description. This work shall consist of removing the existing service installation at the location shown on the Plans and disposing of the material as directed by the Engineer. The wood pole shall be completely removed, backfilled with approved material, and the surface reconstructed to match the adjoining area. The existing service installation material to be removed is to remain the property of the Contractor. The Contractor may use their discretion to remove the material assembled or disassembled. The removal of the existing wood service pole shall be removed as part of this item.

Basis of Payment. This work will be paid for at the contract unit price each for REMOVE EXISTING SERVICE INSTALLATION

RELOCATE VIDEO VEHICLE DETECTION SYSTEM

Description. This work shall consist of relocating the video vehicle detection system that is to be utilized in conjunction with the temporary traffic signals. Once the proposed traffic signals and equipment are operational, the video vehicle detection system shall be relocated to the mast arm locations as specified in the plans.

Basis of Payment. This work will be paid for at the contract unit price each for RELOCATE VIDEO VEHICLE DETECTION SYSTEM.

ETHERNET SWITCH

Revised: March 22, 2018

Description. This work shall consist of providing a hardened Ethernet Switch, including the applicable power supply. Two 10km single-mode fiber optic modules shall be supplied with each Ethernet switch.

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

There are no support requirements associated with this pay item.

The Ethernet Switch shall meet the following material specifications:

1. Overall switch station capacity and flexibility: Managed Gigabit Ethernet switch with 7 10/100BaseT(X) ports, and 3 10/100/1000BaseT(X) or 100/1000BaseSFP combo ports, with -40 to 75°C operating temperature. In addition, the switch shall include a SFP module with 1 1000BaseLX port with LC connector for 10 km transmission, with -40 to 85°C operating temperature.
2. Cabling options: The switch shall be able to utilize a variety of connecting interfaces including 10/100Base(T)X, 10/100/1000Base(T)X, and 1000BaseSX/LX/LHX/ZX (LC connector).
3. Port configuration options: Port configurations shall be accessible via a standard web browser without requiring special vendor software. Port configuration changes shall be possible by personnel without special IT training. The configuration can be done via a console UI, telnet connection or command line interface. All T(X) ports shall provide cable autocross capability.

The Ethernet Switch shall be compatible with following network and software requirements:

1. Networking and Software: The Ethernet switches shall be IEEE802.3/802.3u/802.3ab/802.3z/802.3x/802.1D-2004/802.1w/802.1s/802.1Q/802.1p/802.1X/802.3ad compliant. The switch shall support the following standards and software interfaces:
 - a. Redundant fast/Gigabit Ethernet ring capability
 - b. IGMP Snooping and GMRP for filtering multicast traffic from industrial Ethernet protocols
 - c. Supports IEEE 802.1Q VLAN and GVRP protocol to ease network planning
 - d. Supports QoS-IEEE 802.1p/1Q and TOS/DiffServ to increase determinism
 - e. Supports 802.3ad, LACP for optimum bandwidth utilization
 - f. Supports TACACS+, SNMPv3, IEEE 802.1X, HTTPS, and SSH to enhance network security
 - g. Support EtherNet/IP, PROFINET, and Modbus/TCP protocols for device management and monitoring
 - h. SNMPv1/v2c/v3 for different levels of network management security
 - i. Bandwidth management to prevent unpredictable network status
 - j. Lock port for authorized MAC address access only
 - k. Port mirroring for online debugging
 - l. Automatic warning by exception through e-mail, relay output
 - m. Digital inputs to integrate a sensor and alarm with an IP network
 - n. Automatic recovery of connected device IP addresses
 - o. Line-swap fast recovery

2. Port Trunking for Flexible Network Connection: Maximum of four trunk groups for all Gigabit ports with maximum of 8 trunk ports for each trunk group shall be available. The user shall be able to either choose the type of the trunk group to be “Static” or “LACP.”
3. IP Addressing Approach Options: IP addresses shall be set over the network using BootP/DHCP. The user shall have the capability to disable BootP or DHCP network based IP address changes. In addition, the switch shall support both a serial port and web page based manual (static) addressing approach.
4. Ethernet Packet Transfer Accuracy and Capacity: The switch shall be capable of forwarding valid Ethernet frames using the store and forward method or equivalent method and the address table shall have a maximum capacity of 8192 addresses.
5. Quality of Service Functions Enhance Determinism: The switches shall be able to read IEEE 802.1Q VLAN priority tags, and support a minimum of a low, normal, medium and high priority buffer. High priority messages shall be able to process before low priority messages. It also shall support QoS-IEEE 802.1p/1Q and TOS/DiffServ.
6. SNMP Traps: The switches shall support sending SNMP messages to maximum 2 SNMP “Trap” server and The SNMP traps IP addresses shall be settable through a web browser interface.
7. Multicast Message Control for Filtering Multicast Traffic: The switches shall be able to support IEEE 802.1D-1998 GMRP (GARP Multicast Registration Protocol), and IGMP (Internet Group Management Protocol).
8. Port Access Control Enhances User Authentication: The switches shall support IEEE 802.1X and Static Port Lock for Port-Base Access Control.
9. Accessible IP Settings: It shall allow the user to add or remove “Legal” remote host IP addresses to prevent unauthorized access. Access to switch shall be controlled by IP address. That is, if a host’s IP address is in the accessible IP table, then the host shall be allowed access to the switch.
10. Additional network and software requirements shall be met:
 - a. IEEE 802.1X, HTTPS, and SSH to Enhance Network Security
 - b. Bandwidth Management Prevents Unpredictable Network Status
 - c. Port mirroring for Online Debugging
 - d. Automatic Warning by Exception through Email and Relay Output
 - e. Digital Inputs to Integrate Sensors and Alarms with IP Networks
 - f. Automatic Recovery of Connected Device’s IP Addresses
 - g. Line-swap Fast Recovery
 - h. Support EDS-SNMP OPC Server Pro
 - i. Software based IEEE 1588 PTP (Precision Time Protocol) for precise time synchronization of networks
 - j. DHCP Option 82 for IP address assignment with different policies
 - k. Modbus/TCP / EtherNet/IP / PROFINET industrial Ethernet protocols supported
 - l. Supports LLDP (Link Layer Discovery Protocol)
 - m. Turbo Ring™ and Turbo Chain™ (< 20ms recovery time for fast Ethernet ports and < 50 ms recovery time for Gigabit Ethernet ports at full load) and STP/RSTP (IEEE 802.1w/D)

The Ethernet Switch shall meet the following general installation requirements:

1. Mounting: The switch shall be DIN-Rail or wall mountable
2. Power supply: Low voltage ranges: 12/24/48 VDC (9.6-60 VDC). In addition, a provision shall be made such that the loss of a power supply may be user configurable to trigger a hardware (i.e. relay contact), SNMP, e-mail and web page alarms.
3. Environmental specifications: Temperature & humidity - The switch shall have operating temperature ranges of 14°F (-10C) to 140°F (60°C) or -40°F (-40°C) to 167°F (75°C). In

addition, the switch shall be rated to withstand a maximum continuous operating humidity of 95% without condensation.

4. **Electronical Noise Immunity:** The switch will conform to the IEC61000-4-2 to 4-8 series of noise specifications as specified below:
 - IEC 61000-4-2 Electrostatic Discharge: Criterion A
 - IEC 61000-4-3 Radiated Noise Immunity: Criterion A
 - IEC 61000-4-4 Fast Transient (Burst) Withstand: Criterion A
 - IEC 61000-4-5 Surge Voltage: Criterion A
 - IEC 61000-4-6 Conducted Noise Interference: Criterion A
 - IEC 61000-4-8 Electromagnetic Field withstand: Criterion A
 - IEC 61000-4-12
 - IEC 61000-4-29
5. **Shock & Vibration:** The operating shock rating shall conform to IEC60068-2-27 and withstand a 15 g, 11 ms duration, and 18 shocks. In addition, the operating vibration spec shall conform to IEC60068-2-6 (Criterion 3) at 1 mm, 2 Hz - 13.2 Hz, 90 min.; 0.7g, 13.2 Hz - 100 Hz, 90 min.; 3.5 mm, 3 Hz - 9 Hz, 10 cycles, 1 octave/min.; 1g, 9 Hz - 150 Hz, 10 cycles, 1 octave/min.
6. Switch shall be compliant with IEC 62443-4-2.

The Ethernet Switch shall meet the following hardware based diagnostics and user interfaces requirements:

1. **Alarm contact:** The switch shall contain an alarm contact that can be configured via standard web browser to annunciate the drop out of either or both power supply inputs and/or to annunciate the active link status of any combination of ports. A Fault LED will be provided to indicate the status of the alarm contact.
2. **LED Indications**
3. **Diagnostic display for internal switch status**
4. **Serial Port:** The switch shall include a USB serial port that can be accessed by computers with hyper terminal or equivalent capability. The serial console connection manner shall require a short USB cable applied to connect the switch to a PC's USB port.

The Ethernet switch shall meet the following security requirements:

1. **Port Disable:** unused ports shall be able to be disabled to prevent unauthorized access.
2. It shall support IEEE 802.1X and SSL to enhance network security.
3. Switch configuration password protection
4. https/SSL

The Ethernet switch shall have following communication redundancy:

1. The switch shall be able to detect and compensate for the failure of another switch, cable disruption or hardware failure of one or more ports.
2. IEEE standards based redundancy, including IEEE 802.1D/W spanning tree
Turbo Ring: Gigabit Ethernet redundant ring capability (Turbo Ring V2: recovery time <20ms for fast Ethernet ports; < 50 ms for Gigabit Ethernet ports). Ring coupling function to integrate different Turbo Ring for distributed application
3. Turbo Chain function for a multiple-ring architecture (recovery time <20ms for fast Ethernet ports; <50 ms for Gigabit Ethernet ports)

The Ethernet switch shall be compatible with following software suite that assists with installation, operation, maintenance, and diagnostics of the existing network:

1. The switch must be compliant with a mass configuration tool:
 - a. The tool must contain a security wizard for convenient setup of security-related parameters.

- b. The tool must allow for topology analysis to eliminate manual setting errors
 - c. The tool must contain a configuration overview for efficient management
 2. The switch shall be compliant with network management software (NMS).
 - a. The NMS must allow for auto-discovery of network devices and physical connections.
 - b. The NMS must allow for event playback for quick troubleshooting
 - c. The NMS must allow for color-coded VLAN/IGMP groups and other visualized network data.
 - d. The NMS must allow for a security view for the security status of network devices.
 - e. The NMS must support a mobile app for remote monitoring and notification.
 3. The switch must be compliant with a stand-alone data collection tool to take network snapshots for quick troubleshooting.
 - a. The collection tool must allow for the ability to compare network and device data and then highlight the differences.

Construction. The Contractor shall deliver the Ethernet Switches, power supplies, and fiber optic modules, to the District 6 Bureau of Operations, Traffic Signal Section, 650 North Lincoln Avenue – Bldg. E, Springfield, IL. It is the Contractor’s responsibility to coordinate the delivery location and time with District 6 Operations.

Phone Numbers: 217-558-6718 (Stan Clow) or 217-558-6695 (Bill Shaw)

Basis of Payment. This work will be paid for at the contract unit price per each for ETHERNET SWITCH.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)

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

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

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

The following contract specific work areas shall be monitored by the Environmental Firm for soil contamination and workers protection.

Bank and Trust Company, 196 S. Walnut Street, Rochester, Sangamon County

- All excavation in the southeast quadrant of Main Street (IL 29) and Walnut Street: The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(5). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

Shell Gas Station, 450 S. State Street, Rochester, Sangamon County

- All excavation in the northwest quadrant of Main Street (IL 29) and State Street: The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(1). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

Work Zones

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

None

Additional information on the contract specific work areas listed above collected during the regulated substances due-diligence process is available through the District's Environmental Studies Unit (DESU).

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.”

REMOVE, STORE AND RE-ERECT SIGN PANEL (SPECIAL)

Reviewed: April 14, 2020

Description. Work under this item shall consist of removing, storing, and re-erecting existing mast arm and signal post mounted sign panels with their apparatus as directed by the Engineer.

Construction Requirements. The Contractor shall inventory and tag the location and orientation of each sign panel removed prior to the removal. Existing sign panels will be stored off the job site and public right-of-way in a dry facility until reinstallation per Engineer's direction. The existing sign panels will be reinstalled to the original location. The dates for reinstallation of sign panels will be coordinated with the Engineer. Sign panels shall be removed according to Section 724 of the Standard Specification. The reinstallation of the signs must be performed in accordance with the requirement of Section 723 of the Standard Specification.

Any damage to the existing signs and its apparatus during the removal, storage and reinstallation shall be replaced by the Contractor at no additional cost to the Department. Replacement of damaged sign panels and/or posts shall be according to Section 720 and 729 of the Standard Specifications.

Method of Measurement. This work shall be measured for payment per each existing sign panel removed, stored, and re-erected.

Basis of Payment. This work will be paid for at the contract unit price each for REMOVE, STORE, AND RE-ERECT SIGN PANEL (SPECIAL). Replacement of any sign panel hardware broken during removal of sign panel, or any lost or stolen sign panels or hardware will be included in the cost of this item. The transport and storage of sign panels will also be included in the cost of this item. No additional compensation is allowed. The Engineer shall be given the “WATCH FOR PEDESTRIANS & BYCICLES IN CROSSWALK” sign located at IL-29 / Walnut St. to store until the sign is ready to be re-erected.

CONCRETE MEDIAN SURFACE REMOVAL

Revised: April 14, 2020

Description. This work shall consist of the removal and disposal of the existing concrete median surface at the locations shown in the plans and as designated by the Engineer.

General. This work shall be done in accordance with the applicable portions of Section 440 in the Standard Specifications.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters)

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for CONCRETE MEDIAN SURFACE REMOVAL.

REMOVE EXISTING JUNCTION BOX

Description:

This work shall consist of removing existing junction boxes at the locations indicated on the Plans and in accordance with Article 895 of the Standard Specifications.

Construction:

The junction box shall be removed to a level at least 3 ft below the adjacent grade, backfilled with approved material, and the surface reconstructed to match the adjoining area. All entering and exiting conduits shall be cut loose and abandoned in place. All materials and labor required to accomplish the removal of the existing junction box shall be incidental to this provision.

Basis of Payment:

This work will be paid for at the contract unit price each for REMOVE EXISTING JUNCTION BOX, which price shall be payment in full removal of junction boxes or full removal of junction boxes including connection of entry and exit conduits as indicated on the plans to the satisfaction of the Engineer. All materials required to complete this installation shall be incidental to this provision.

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

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

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

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

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

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

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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 **3.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other

factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.

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

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

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

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

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

shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided

for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

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.”

ENGINEER'S FIELD OFFICE AND LABORATORY (BDE)

Effective: January 1, 2020

Revise the last sentence of the first paragraph of Article 670.01 of the Standard Specifications to read:

“The building shall remain available for use until released by the Engineer.”

Revise the fifth and sixth paragraphs of Article 670.02 of the Standard Specifications to read:

“Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. A portable toilet, if necessary, shall be serviced once per week. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment meeting the approval of the Engineer shall be furnished.”

Revise Article 670.02(b) through 670.02(r) of the Standard Specifications to read:

- “(b) One desk with minimum working surface of 48 x 72 in. (1.2 x 1.8 m).
- (c) Two free standing four drawer legal size file cabinets with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (d) Table(s) and chairs capable of seating 10 people.
- (e) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (f) One refrigerator with a minimum size of 14 cu ft (0.40 cu m) with a freezer unit.
- (g) One electric desk type tape printing calculator.
- (h) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection with a wireless router capable of providing service to a minimum of five devices. The internet service shall be for unlimited data with a minimum internet data download speed of 25 megabits per second. For areas where this minimum download speed is not available, the maximum speed available for the area shall be provided.
 - (2) Telephone Line. One landline touch tone telephone with voicemail or answering machine. The telephone shall have an unpublished number.

- (i) One plain paper wireless color printer capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray. Separate paper trays for letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided. The wireless printer shall also be equipped to copy in color and scan documents.
- (j) One electric water cooler dispenser.
- (k) One first-aid cabinet fully equipped.
- (l) One microwave oven (minimum 700 watt) with a turntable and 1 cu ft (0.03 cu m) minimum capacity.
- (m) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (n) One electric paper shredder.
- (o) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length.”

Revise the last sentence of the first paragraph of Articles 670.04 and 670.05 of the Standard Specifications to read:

“Doors and windows shall be equipped with locks.”

Revise Article 670.04(c) through 670.04(n) of the Standard Specifications to read:

“(c) Two folding chairs.

(d) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office to prevent theft of the entire cabinet.

(e) A minimum of two communication paths. The configuration shall include:

(1) Internet Connection. An internet service connection with a wireless router capable of providing service to a minimum of five devices. The internet service shall be for unlimited data with a minimum internet download speed of 25 megabits per second. For areas where this minimum download speed is not available, the maximum speed available for the area shall be provided.

(2) Telephone Line. One land line touch tone telephone with voicemail or answering machine. The telephone shall have an unpublished number.

(f) One electric desk type tape printing calculator.

(g) One first-aid cabinet fully equipped.

(h) One plain paper wireless color printer capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray. Separate paper trays for letter size and 11 x 17

in. (280 x 432 mm) paper shall be provided. The wireless printer shall also be equipped to copy in color and scan documents.

- (i) A portable toilet meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times. The portable toilet shall be serviced once per week.
- (j) One electric water cooler dispenser.
- (k) One refrigerator with a minimum size of 14 cu ft (0.45 cu m) with a freezer unit.
- (l) One microwave oven (minimum 700 watt) with a turntable and 1 cu ft (0.03 cu m) minimum capacity.”

Revise Article 670.05(f) of the Standard Specifications to read:

“(f) One landline touch tone telephone with voicemail or an answering machine. The telephone shall have an unpublished number.”

Delete the last sentence of the second paragraph of Article 670.06 of the Standard Specifications.

Revise the fifth sentence of the first paragraph of Article 670.07 of the Supplemental Specifications to read:

“This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which remain the property of the Contractor after release by the Engineer, except the Department will pay that portion of the monthly long distance and monthly local telephone, when combined, exceed \$250.”

LUMINAIRES, LED (BDE)

Effective: April 1, 2019

Description. This work shall consist of furnishing and installing light emitting diode (LED) luminaires. Work shall be according to Sections 801, 821, and 1067 of the Standard Specifications, except as modified herein.

Submittals. In addition to the requirements listed in Article 801.05(a), submittals for LED luminaires shall include the following.

- Completed manufacturer’s luminaire ordering form with the full catalog number provided.
- Descriptive literature and catalog cuts for the luminaire, driver, and surge protective device.
- Lighting calculations generated with AGi32 software demonstrating compliance with the Luminaire Performance Table shown in the contract. These calculations shall be performed to the following criteria: photopic units shall be used; calculations shall be performed to an accuracy of two digits (x.xx cd/m²); point-by-point illuminance, luminance,

and veiling luminance ratios demonstrating that the submitted luminaire meets the lighting metrics specified in the Luminaire Performance Table using IES RP-8 methods.

Upon request by the Engineer, submittals for LED Luminaires shall also include any or all the following.

- IES file associated with each submitted luminaire in IES LM-63 format.
- TM-21 calculator spreadsheet (XLSX or PDF format) and if available, TM-28 report for the specified luminaire or luminaire family. Both reports shall be for 50,000 hours at an ambient temperature of 77 °F (25 °C).
- LM-79 report with National Voluntary Laboratory Accreditation Program (NVLAP) current at the time of testing in PDF format inclusive of the following: isofootcandle diagram with half candela contour and maximum candela point; polar plots through maximum plane and maximum cone; coefficient of utilization graph; candela table; and spectral distribution graph and chromaticity diagram.
- LM-80 report for the specified LED package in PDF format and if available, LM-84 report for the specified luminaire or luminaire family in PDF format. Both reports shall be conducted by a laboratory with NVLAP certification current at the time of testing.
- In Situ Temperature Measurement Test (ISTMT) report for the specified luminaire or luminaire family in PDF format.
- Vibration test report in accordance with ANSI C136.31 in PDF format.
- ASTM B117/ASTM D1654 (neutral salt spray) test and sample evaluation report in PDF format.
- ASTM G154 (ASTM D523) gloss test report in PDF format.
- LED drive current, total luminaire input wattage, and current over the operating voltage range at an ambient temperature of 77 °F (25 °C).
- Power factor (pf) and total harmonic distortion (THD) at maximum and minimum supply and at nominal voltage for the dimmed states of 70%, 50%, and 30% full power.
- Ingress protection (IP) test reports, conducted according to ANSI C136.25 requirements, for the driver and optical assembly in PDF format.
- Installation, maintenance, and cleaning instructions in PDF format, including recommendations on periodic cleaning methods.
- Documentation in PDF format that the reporting laboratory is certified to perform the required tests.

Warranty. Replace the last sentence of Article 801.14(a) with the following.

“The warranty, including the maintained minimum luminance, for LED signal head modules, optically programmed LED signal head modules, and LED pedestrian signal head

modules shall cover a minimum of 60 months from the date of delivery. The warranty for LED roadway luminaires, LED highmast luminaires, LED underpass luminaires, LED sign lighting luminaires, LED obstruction warning luminaires, and all of their components shall cover a minimum of ten years from the date of delivery.”

Roadway Luminaires. Revise Article 821.02(d) to read.

“(d) Light Source1067.06”

Revise the third paragraph of Article 821.03 to read.

“Each luminaire driver and/or driver arrangement shall be checked to assure compatibility with the project power supply. When the luminaire driver has a readily accessible electrical compartment, the driver shall be attached so as to be easily removed for maintenance.”

Replace the fifth paragraph of Article 821.03 with the following.

“No luminaire shall be installed before it is approved. When independent luminaire testing is required, full approval will not be given until complete test results which demonstrate compliance with the contract documents have been reviewed and accepted by the Engineer. Independent luminaire testing will be required, and shall be conducted, according to Article 1067.01(k)”.

Revise the last paragraph of Article 821.03 to read.

“When installing or adjusting the luminaire, care shall be taken to avoid touching the lenses or allowing contaminants to be deposited on any part of the optical assembly. Each lens shall be free of all dirt, smudges, etc. Should the luminaire require cleaning, the luminaire manufacturer’s cleaning instructions shall be strictly followed.”

Revise Article 821.08 to read.

“821.08 Basis of Payment. This work will be paid for at the contract unit price per each for LUMINAIRE, LED, ROADWAY, of the output designation specified; LUMINAIRE, LED, HIGHMAST, of the output designation specified; LUMINAIRE, LED, UNDERPASS, WALLMOUNT, of the output designation specified; LUMINAIRE, LED, UNDERPASS, SUSPENDED, of the output designation specified; LUMINAIRE, LED, SIGN LIGHTING, of the output designation specified.

When independent luminaire testing is required, the work will be paid for at the contract lump sum price for INDEPENDENT LUMINAIRE TESTING.”

Luminaires. Revise Articles 1067.01 through 1067.06 to read.

“1067.01 General. The luminaire shall be mechanically strong and easy to maintain. The size, weight, and shape of the luminaire shall be designed so as not to incite detrimental vibrations in its respective pole and it shall be compatible with the pole and arm. All electrical and electronic components of the luminaire shall comply with the requirements of Restriction of Hazardous Materials (RoHS) regulations. The luminaire shall be listed for wet locations by an NRTL and shall meet the requirements of UL 1598 and UL 8750.

- (a) Labels. An internal label shall be provided indicating the luminaire is suitable for wet locations and indicating the luminaire is an NRTL listed product to UL1598 and UL8750. The internal label shall also comply with the requirements of ANSI C136.22.

An external label consisting of two black characters on a white background with the dimensions of the label and the characters as specified in ANSI C136.15 for HPS luminaires. The first character shall be the alphabetical character representing the initial lumen output as specified in Table 1 of Article 1067.06(c). The second character shall be the numerical character representing the transverse light distribution type as specified in IES RP-8 (i.e. Types 1, 2, 3, 4, or 5).

- (b) Surge Protection. The luminaire shall comply the requirements of ANSI C136.2 for electrical transient immunity at the "Extreme" level (20KV/10KA) and shall be equipped with a surge protective device (SPD) that is UL1449 compliant with indicator light. An SPD failure shall open the circuit to protect the driver.
- (c) Optical Assembly. The optical assembly shall have an IP66 or higher rating in accordance with ANSI C136.25. The circuiting of the LED array shall be designed to minimize the effect of individual LED failures on the operation of other LEDs. All optical components shall be made of glass or a UV stabilized, non-yellowing material.
- (d) Housing. All external surfaces shall be cleaned in accordance with the manufacturer's recommendations and be constructed in such a way as to discourage the accumulation of water, ice, and debris.
- (e) Driver. The driver shall be integral to the luminaire and shall be capable of receiving indefinite open and short circuit output conditions without damage.

The driver shall incorporate the use of thermal foldback circuitry to reduce output current under abnormal driver case temperature conditions and shall be rated for a lifetime of 100,000 hours at an ambient temperature exposure of 77 °F (25 °C) to the luminaire. If the driver has a thermal shut down feature, it shall not turn off the LEDs when operated at 104 °F (40 °C) or less.

The driver shall have an input voltage range of 120 to 277 volts ($\pm 10\%$) or 347 to 480 volts ($\pm 10\%$) according to the contract documents. When the driver is operating within the rated input voltage range and in an un-dimmed state, the power factor measurement shall be not less than 0.9 and the THD measurement shall be no greater than 20%.

The driver shall meet the requirements of the FCC Rules and Regulations, Title 47, Part 15 for Class A devices with regard to electromagnetic compatibility. This shall be confirmed through the testing methods in accordance with ANSI C63.4 for electromagnetic interference.

The driver shall be dimmable using the protocol listed in the Luminaire Performance Table shown in the contract.

- (f) Photometric Performance. The luminaire shall be IES LM-79 tested by a laboratory holding accreditation from the NVLAP for IES LM-79 testing procedures. At a minimum the LM-79 report shall include a backlight/uplight/glare (BUG) rating and a luminaire

classification system (LCS) graph showing lumen values and percent lumens by zone as described in IES RP-8. The uplift of the BUG rating shall be U=0.

The luminaire shall also meet the requirements of the Luminaire Performance Table shown in the contract.

- (g) Finish. The luminaire shall have a baked acrylic enamel finish. The color of the finish shall be gray, bronze, or black to match the pole or tower on which the luminaire is mounted.

The finish shall have a rating of six or greater according to ASTM D1654, Section 8.0 Procedure A – Evaluation of Rust Creepage for Scribed Samples after exposure to 1000 hours of testing according to ASTM B117 for painted or finished surfaces under environmental exposure.

The luminaire finish shall have less than or equal to 30% reduction of gloss according to ASTM D523 after exposure of 500 hours to ASTM G154 Cycle 6 QUV® accelerated weathering testing.

- (h) Hardware. All hardware shall be stainless steel or of other corrosion resistant material approved by the Engineer.

Luminaires shall be designed to be easily serviced, having fasteners such as quarter-turn clips of the heavy spring-loaded type with large, deep straight slot heads, complete with a receptacle and shall be according to military specification MIL-f-5591.

All hardware shall be captive and not susceptible to falling from the luminaire during maintenance operations. This shall include lens/lens frame fasteners as well hardware holding the removable driver and electronic components in place.

- (i) Vibration Testing. All luminaires shall be subjected to and pass vibration testing requirements at “3G” minimum zero to peak acceleration in accordance with ANSI C136.31 requirements using the same luminaire. To be accepted, the luminaire housing, hardware, and each individual component shall pass this test with no noticeable damage and the luminaire must remain fully operational after testing.

- (j) Wiring. All wiring in the luminaire shall be rated for operation at 600V, 221 °F (105 °C).

- (k) Independent Luminaire Testing. When a contract has 30 or more luminaires of the same manufacturer’s catalog number, that luminaire shall be independently tested to verify it will meet the contract requirements. The quantity of luminaires requiring testing shall be one luminaire for the first 30 plus one additional luminaire for each additional 50 luminaires of that catalog number. Testing is not required for temporary lighting luminaires.

Prior to testing the Contractor shall propose a properly accredited laboratory and a qualified independent witness, submitting their qualifications to the Engineer for approval. After approval, the Contractor shall coordinate the testing and pay all associated costs, including travel expenses, for the independent witness.

- (1) Independent Witness. The independent witness shall select from the project luminaires at the manufacturer’s facility the luminaires for testing. In all cases, the selection of luminaires shall be a random selection from the entire completed lot of

luminaires required for the contract. Selections from partial lots will not be allowed. The independent witness shall mark each sample luminaire's shipping carton with the IDOT contract number and a unique sample identifier.

At the time of random selection, the independent witness shall inspect the luminaire(s) for compliance with all physical, mechanical, and labeling requirements for luminaires according to Sections 821 and 1067. If deficiencies are found during the physical inspection, the Contractor shall have all luminaires of that manufacturer's catalog number inspected for the identified deficiencies and shall correct the problem(s) where found. Random luminaire selection and physical inspection must then be repeated. When the physical inspection is successfully completed, the independent witness shall mark the project number and sample identifier on the interior housing and driver of the luminaires and have them shipped to the laboratory.

The independent witness shall be present when testing is approved to be performed by the luminaire manufacturer. If the tests are performed by a laboratory independent of the luminaire manufacturer, distributor, and Contractor, the independent witness need not be present during the testing.

- (2) Laboratory Testing. Luminaires shall be tested at an NVLAP accredited laboratory approved for each of the required tests. The testing shall include photometric, colorimetric, and electrical testing according to IES LM-79. Colorimetric values shall be determined from total spectral radiant flux measurements using a spectroradiometer. Photometric testing shall be according to IES recommendations and as a minimum, shall yield an isofootcandle chart, with max candela point and half candela trace indicated, an isocandela diagram, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, BUG rating report, and complete calculations based on specified requirements and test results.

All testing shall cover the full spherical light output at a maximum of 5 degree intervals at the vertical angles. The vertical angles shall run from 0 to 180 degrees. There shall be a minimum of 40 lateral test planes listed in Fig. 1 of IES LM-31 plus the two planes containing the maximum candela on the left and right sides of the luminaire axis. Before testing, the luminaire when mounted on the goniometer shall be scanned for vertical and horizontal angles of maximum candela and these planes included in the test. The luminaire shall be checked for a bi-symmetric light distribution. Individual tests must be conducted for each hemisphere, quadrant, and left/right sides.

The results for each photometric and colorimetric test performed shall be presented in a standard IES LM-79 report that includes the contract number, sample identifier, and the outputs listed above. The calculated results for each sample luminaire shall meet or exceed the contract specified levels in the luminaire performance table(s). The laboratory shall mark its test identification number on the interior of each sample luminaire.

Electrical testing shall be in according to IES LM-79 as well as NEMA and ANSI standards. The report shall list luminaire characteristics including input amperes, watts, power factor, total harmonic distortion, and LED driver current for full and partial power.

- (3) Summary Test Report. The summary test report shall consist of a narrative documenting the test process, highlight any deficiencies and corrective actions, and clearly state which luminaires have met or exceeded the test requirements and may be released for delivery to the jobsite. Photographs shall also be used as applicable to document luminaire deficiencies and shall be included in the test report. The summary test report shall include the Luminaire Physical Inspection Checklist (form BDE 5650), photometric and electrical test reports, and point-by-point photometric calculations performed in AGi32 sorted by luminaire manufacturers catalog number. All test reports shall be certified by the independent test laboratory's authorized representative or the independent witness, as applicable, by a dated signature on the first page of each report. The summary test reports shall be delivered to the Engineer and the Contractor as an electronic submittal. Hard copy reports shall be delivered to the Engineer for record retention.
- (4) Approval of Independent Testing Results. Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, all luminaires of that manufacturers catalog number shall be deemed unacceptable and shall be replaced by alternate equipment meeting the specifications. The submittal and testing process shall then be repeated in its entirety. The Contractor may request in writing that unacceptable luminaires be corrected in lieu of replacement. The request shall identify the corrections to be made and upon approval of the request, the Contractor shall apply the corrections to the entire lot of unacceptable luminaires. Once the corrections are completed, the testing process shall be repeated, including selection of a new set of sample luminaires. The number of luminaires to be tested shall be the same quantity as originally tested.

The process of retesting, correcting, or replacing luminaires shall be repeated until luminaires for each manufacturers catalog number are approved for the project. Corrections and re-testing shall not be grounds for additional compensation or extension of time. No luminaires shall be shipped from the manufacturer to the jobsite until all luminaire testing is completed and approved in writing.

Submittal information shall include a statement of intent to provide the testing as well as a request for approval of the chosen independent witness and laboratory. All summary test reports, written reports, and the qualifications of the independent witness and laboratory shall be submitted for approval to the Engineer with a copy to the Bureau of Design and Environment, 2300 S Dirksen Parkway, Room 330 Springfield, IL 62764.

1067.02 Roadway Luminaires. Roadway luminaires shall be according to Article 1067.01 and the following.

The luminaire shall be horizontally mounted and shall be designed to slip-fit on a 2-3/8 in. (60 mm) outside diameter pipe arm with a stop to limit the amount of insertion to 7 in. (180 mm). It shall not be necessary to remove or open more than the access door to mount the luminaire.

The effective projected area (EPA) of the luminaire shall not exceed 1.6 sq ft (0.149 sq m) and the weight, including accessories, shall not exceed 40 lb (18.14 kg). If the weight of the luminaire is less than 20 lb (9.07 kg), weight shall be added to the mounting arm or a supplemental vibration damper installed as approved by the Engineer.

The luminaire shall be equipped with both internal and external leveling indicators. The external leveling indicator shall be clearly visible in daylight to an observer directly under the luminaire at a mounting height of 50 ft (15.2 m).

The luminaire shall be fully prewired to accept a seven-pin, twist-lock receptacle that is compliant with ANSI C136.41. All receptacle pins shall be connected according to TALQ Consortium protocol.

The luminaire shall be provided with an installed shorting cap that is compliant with ANSI C136.10.

1067.03 Highmast Luminaires. Highmast luminaires shall be according to Article 1067.01 and the following.

The luminaire shall be horizontally mounted and shall be designed and manufactured for highmast tower use. The EPA of the luminaire shall not exceed 3.0 sq ft (0.279 sq m) and the weight, including accessories, shall not exceed 85 lb (38.6 kg).

The optical assembly shall be capable of being rotated 360 degrees. A vernier scale shall be furnished on the axis of rotation for aiming the luminaire in relation to its mounting tenon arm. The scale shall be graduated in 5 degree increments or less. The luminaire shall be clearly marked at the vernier as to 'house-side' and 'street-side' to allow proper luminaire orientation.

1067.04 Underpass Luminaires. Underpass luminaries shall be according to Article 1067.01 and the following.

The underpass luminaire shall be complete with all supports, hardware, and appurtenant mounting accessories. The underpass luminaire shall be suitable for lighting a roadway underpass at an approximate mounting height of 15 ft (4.5 m) from a position suspended directly above the roadway edge of pavement or attached to a wall or pier. The underpass luminaire shall meet the requirements of ANSI C136.27.

It shall not be necessary to remove more than the cover, reflector and lens to mount the luminaire. The unit shall be heavy duty, suitable for highway use and shall have no indentations or crevices in which dirt, salt, or other corrosives may collect.

- (a) Housing. The housing and lens frame shall be made of heavy duty die cast aluminum or 16 gauge (1.5 mm) minimum thickness Type 304 stainless steel. All seams in the housing enclosure shall be welded by continuous welds.

The housing shall have an opening for installation of a 3/4 in. (19 mm) diameter conduit.

- (b) Lens and Lens Frame. The frame shall not overlap the housing when closed. The luminaire shall have a flat glass lens to protect the LEDs from dirt accumulation or be designed to prevent dirt accumulation. The optic assembly shall be rated IP 66 or higher.

1067.05 Sign Lighting Luminaires. Sign lighting luminaries shall be suitable for lighting overhead freeway and expressway guide signs; and shall be according to Article 1067.01.

1067.06 Light Sources. The light sources in all luminaires shall be LED according to Article 1067.01 and the following.

- (a) The light source shall be according to ANSI C136.37 for solid state light sources used in roadway and area lighting.
- (b) The light source shall have a minimum color rendering index (CRI) of 70 and a nominal correlated color temperature (CCT) of 4000 K.
- (c) The rated initial luminous flux (lumen output) of the light source, as installed in the luminaire, shall be according to the following table for each specified output designation.

Output Designations and Initial Luminous Flux		<i>(for information only)</i>
Output Designation	Initial Luminous Flux (lm)	Approximate High Pressure Sodium (HPS) Equivalent Wattage
A	2,200	35 (Low Output)
B	3,150	50 (Low Output)
C	4,400	70 (Low Output)
D	6,300	100 (Low Output)
E	9,450	150 (Low Output)
F	12,500	200 (Med Output)
G	15,500	250 (Med Output)
H	25,200	400 (Med Output)
I	47,250	750 (High Output)
J	63,300	1,000 (High Output)
K	80,000+	1,000+ (High Output)

Luminaires with an initial luminous flux less than the values listed in the above table may be acceptable if they meet the requirements given in the Luminaire Performance Table shown in the contract.”

MOBILIZATION (BDE)

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

- “(a) Upon execution of the contract, 90 percent of the pay item will be paid.
- (b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

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

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

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

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

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

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

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: August 1, 2017

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)
 Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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

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

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

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

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.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship

agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

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

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

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

Effective: August 1, 2012

Revised: February 2, 2017

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

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

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

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

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally,

through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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

Basis of Payment: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

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

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

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

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

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 70 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.