State o	of)) ss.
County	of_)
		AFFIDAVIT
		(name of affiant), of,
		, being first duly sworn upon oath, states as follows:
	1.	That I am the (officer or position) of
		(bidder) and have personal knowledge of the facts
	2.	herein stated. That, if selected under this proposal, (bidder
	Ζ.	will maintain a business office in the State of Illinois which will be located in
	3.	County, Illinois. That this business office will serve as the primary place of employment for any persons
	5.	employed in the construction contemplated by this proposal.
	4.	That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.
		Signature
		Print Name of Affiant
20		is instrument was acknowledged before me on the day of
	/ _	
		Notary Public

(SEAL)

BID PROPOSAL INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid or Not for Bid or Not for Bid Report** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at http://www.dot.il.gov/desenv/delett.html before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.D&Econtracts@illlinois.gov

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <u>Timothy.Garman@illinois.gov.</u>

STANDARD GUIDELINES FOR SUBMITTING BIDS

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make suer all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages i iii and pages a g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

BID SUBMITTAL CHECKLIST

Cover page (the sheet that has the item number on it) – This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/Pay Items). If you are using special software or CBID to generate your schedule of prices, <u>do not</u> include the blank pages of the schedule of prices that came with the proposal package.

Page 4 (Item 9) – Check "YES" if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

After page 4 – Insert the following documents: The Illinois Office Affidavit (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.

Page 10 (Paragraph J) – Check "YES" or "NO" whether your company has any business in Iran.

□ Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category <u>Your bid will not be read if this is not completed.</u> Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 11 (Paragraph L) – A copy of your State Board of Elections certificate of registration is no longer required with your bid.

Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.

□ Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.

Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

□ **Proposal Bid Bond** – (Insert after the proposal signature page) Submit your proposal Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety's Web Site.

Disadvantaged Business Utilization Plan and/or Good Faith Effort – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.

QUESTIONS: pre-letting up to execution of the contract

Contractor pre-qualification	
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit.	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	

QUESTIONS: following contract execution

Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

Proposal Submitted By



Name

Address

City

Letting January 17, 2014

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Springfield, Illinois 62764

Contract No. 76G08 **MADISON** County Section DIST 8 ITS 2014-1 **Route FAI 55/70 District 8 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included.

Prepared by

Checked by

S Printed by authority of the State of Illinois Page intentionally left blank



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of ______

Taxpayer Identification Number (Mandatory) _____a

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

Contract No. 76G08 MADISON County Section DIST 8 ITS 2014-1 Route FAI 55/70 District 8 Construction Funds

This project consists of the installation of Intelligent Transportation System equipment along I-55/70 from MP 15.9 to MP 22.0 in Madison County.

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

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. EXECUTION OF CONTRACT AND CONTRACT BOND. The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

Attach Cashier's Check or Certified Check Here

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

Item	
Section No.	
County _	
	Section No.

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

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

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

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

Schedule of Combination Bids

Combination		Combination	Bid
No.	Sections Included in Combination	Dollars	Cents

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.
- 9. EXECUTION OF CONTRACT: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
- 10. The services of a subcontractor will be used.

Check box	Yes 🗌
Check box	No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor. (30 ILCS 500/20-120)

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 76G08

State Job # - C-98-008-13

Project Number

Name - MADISON- -

County Name - MADISON-Code - 119 - -

District - 8 - -

Section Number - DIST 8 ITS 2014-1

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322227	CCTV CAMERA SYSTEM	EACH	5.000				
X0323583	SPEED INDICATOR SIGN	CAL DA	130.000				
X0325073	MOD EX CONTR CAB TY B	EACH	4.000				
X0325076	WIDE AREA NETWORK	L SUM	1.000				
X0325077	FIB OPT UTILIT MARKER	EACH	104.000				
X0325086	COND ATT STR 4 FBR MD	F00T	60.000				
X0325476	RADAR VEH DETECT SYST	EACH	1.000				
X0325482	REM EXIST ITS EQUIPMT	EACH	6.000				
X0325483	SFP-GE-L SFP MODULE	EACH	10.000				
X0325484	SFP-GE-Z SFP MODULE	EACH	4.000				
X0326091	LP 50 W/CAM LOW SYS	EACH	1.000				
X0326912	3000 LAYER 2 SWITCH	EACH	5.000				
X0327096	ETHERNET MODEM	EACH	4.000				
X8102839	UNDRGRD C PVC 4 MD	FOOT	32,010.000				
X8110128	CON AT ST 4 PVC TY C	FOOT	130.000				

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Route FAI 55 FAI 70 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 76G08

State Job # - C-98-008-13

Project Number

County Name - MADISON- -

Code - 119 - -

District - 8 - -

Section Number - DIST 8 ITS 2014-1

Item		Unit of					
Number	Pay Item Description	Measure	Quantity	X	Unit Price	=	Total Price
X8630103	CONT CAB TYPE III SPL	EACH	1.000				
X8710075	FO CAB C 72 SM FO	FOOT	34,210.000				
X8780105	CONC FDN SPL	EACH	1.000				
X8950212	MOD EX CONTR CAB SPL	EACH	2.000				
Z0076604	TRAINEES TPG	HOUR	500.000		10.000		5,000.000
25000210	SEEDING CL 2A	ACRE	3.900				
25000400	NITROGEN FERT NUTR	POUND	350.000				
25000500	PHOSPHORUS FERT NUTR	POUND	350.000				
25000600	POTASSIUM FERT NUTR	POUND	350.000				
25100105	MULCH METHOD 1	ACRE	3.900				
28000250	TEMP EROS CONTR SEED	POUND	350.000				
28000500	INLET & PIPE PROTECT	EACH	25.000				
67000400	ENGR FIELD OFFICE A	CAL MO	17.000				
67100100	MOBILIZATION	L SUM	1.000				
70100420	TRAF CONT-PROT 701411	EACH	1.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				

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Route FAI 55 FAI 70

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 76G08

State Job # - C-98-008-13

Project Number

County Name - MADISON- -

Code - 119 - -

District - 8 - -

Section Number - DIST 8 ITS 2014-1

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70100825		L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
80300100	LOCATE UNDERGR CABLE	FOOT	31,555.000				
81028370	UNDRGRD C PVC 3	FOOT	50.000				
81300835	JUN BX SS AS 18X18X10	EACH	2.000				
81400700	HANDHOLE PCC	EACH	42.000				
81400720	DBL HANDHOLE PCC	EACH	6.000				
83600300	LIGHT POLE FDN 30D	FOOT	11.000				
87100110	FO CAB C 62.5/125 6F	FOOT	2,967.000				
87300925	ELCBL C TRACER 14 1C	FOOT	32,685.000				
87301815	ELCBL C SERV 6 3C	FOOT	72.000				

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Route FAI 55 FAI 70 CONTRACT NUMBER

THIS IS THE TOTAL BID \$

76G08

NOTES:

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

+RC[-2]*RC[

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

G. Insider Information

Section 50-50. Insider information.

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

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

□ I acknowledge, understand and accept these terms and conditions for the above assurances.

III. CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

Section 50-10. Felons.

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

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinguency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

F. Educational Loan

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

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012 provides:

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

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

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

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

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

J. Disclosure of Business Operations in Iran

Section 50-36 of the Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:



/___/ Company has business operations in Iran as disclosed the attached document.

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

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

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

TO BE RETURNED WITH BID

L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for making any political contributions to any political contributions to any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Code, and that it makes the following certification:

The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

(i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract.

- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The CPO shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:_

I acknowledge, understand and accept these terms and conditions for the above certifications.

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid**.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES ____ NO____
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES ____ NO ___

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ____ NO ___

(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. <u>See Disclosure Form Instructions</u>.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

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

	. (type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	9:	
stock	ership/distributable income share sole proprietorship of ownership/distributable income s	Partnership	other: (explain on separate sheet):

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

3.	If you are currently appointed to or employed by any agency of the State of Illinois, and your annual
	salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
	(i) more than 7 1/2% of the total distributable income of your firm, partnership, association or
	corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes <u>No</u>

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes <u>No</u>
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes ____No __
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes No

- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
 Yes ___No ___
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____No ___
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___No __
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s):

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):	
Nature of disclosure:	
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previ benalty of perjury, I certify the contents of this disclosure to be true and accurate knowledge.	ous page. Under to the best of my
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
	is organization meet
Inder penalty of perjury, I have determined that no individuals associated with th	is organization meet
Inder penalty of perjury, I have determined that no individuals associated with th he criteria that would require the completion of this Form A.	-
Jnder penalty of perjury, I have determined that no individuals associated with th he criteria that would require the completion of this Form A.	-
NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with th he criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the	-
Under penalty of perjury, I have determined that no individuals associated with th he criteria that would require the completion of this Form A. Fhis Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the	previous page.

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Code.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

 Signature of Authorized Representative	Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

🗌 Yes 🔲 No 🔄 N/A (Form A disclosu	re(s) established 100% ownership)
-----------------------------------	-----------------------------------

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 76G08 MADISON County Section DIST 8 ITS 2014-1 Route FAI 55/70 District 8 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights #_____

Duration of Project:

Name of Bidder:

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract: TABLE A TABLE B

TOTAL Workforce Projection for Contract										0		ASS	SIGNED	S				
				MINORITY EMPLOYEES				TRAINEES					TO CO	TNC	RACT			
JOB CATEGORIES		TAL DYEES					*OT	HER IOR.	APPF TIC			HE JOB INEES			OTAL OYEES		MINC	
CATEGORIES		F	BL/	ACK F	HISP/ M	F	M	F	M	ES F	M	F		M	F		M	F
OFFICIALS (MANAGERS)	101	•	101		101	1	101	1	IVI	-	101		-	101	-		101	1
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C							_	Γ	•	EOP			IENT US			
	n for C	ontract		1					FUR									
EMPLOYEES		TAL	ы					THER										
IN TRAINING	M	DYEES F	BL/	ACK F	M	ANIC	M	NOR. F										
APPRENTICES	IVI		IVI	F			IVI		_									
ON THE JOB TRAINEES																		

* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

RETURN WITH BID Contract No. 76G08 MADISON County Section DIST 8 ITS 2014-1 Route FAI 55/70 **District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

_____ new hires would be _____ new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Telephone Number _____

Address ____

NOTICE REGARDING SIGNATURE

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

Signature: 🗌

_____ Title: _____ Date: _____

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

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

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

BC-1256 (Rev. 12/11/07)

RETURN WITH BID Contract No. 76G08 MADISON County Section DIST 8 ITS 2014-1 Route FAI 55/70 District 8 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
()		
		Name and Address of All Members of the Firm:
-		
_		
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	Attest	
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE		Signature
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	ditional signature sheet.



Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on and shall be valid until

il 11:59 PM (CDST).

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

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

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

	REOF, the said PRINCIPAL has at to be signed by its officer A.D.,	In TESTIMONY WHER	EOF, the said SURETY has caused this by its officer A.D.,		
	(Company Name)		(Company Name)		
Ву		Ву			
	(Signature and Title)	(S	ignature of Attorney-in-Fact)		
Notary for PRINCIPA	NL	Notary for SURETY			
STATE OF		STATE OF			
Signed and attested b	pefore me on (date)	Signed and attested be by	fore me on (date)		
	(Name of Person)		(Name of Person)		
(Seal)		(Seal)			
	(Signature of Notary Public)		(Signature of Notary Public)		
	(Date Commission Expires)		(Date Commission Expires)		
the proposal(s) the Pr		c bid bond has been execut	I may file an Electronic Bid Bond. By signing ed and the Principal and Surety are firmly		

Electronic Bid Bond ID #

Signature and Title



Division of Highways Proposal Bid Bond

Item No.

Letting Date

KNOW ALL PERSONS BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

	REOF, the said PRINCIPAL has t to be signed by its officer	In TESTIMONY WHER instrument to be signed	EOF, the said SURETY has caused this			
day of	A.D.,	day of	A.D.,			
(Company Name)		(Company Name)			
Ву		Ву				
	(Signature and Title)	(Sig	gnature of Attorney-in-Fact)			
Notary for PRINCIPA	L	Notary for SURETY				
STATE OF		STATE OF				
COUNTY OF		COUNTY OF				
Signed and attested b by	efore me on (date)	Signed and attested be by	fore me on (date)			
(Name of Person)		(Name of Person)			
(Seal)		(Seal)				
	(Signature of Notary Public)		(Signature of Notary Public)			
	(Date Commission Expires)		(Date Commission Expires)			
proposal the Principa		I bond has been executed	ile an Electronic Bid Bond. By signing the and the Principal and Surety are firmly			

Electronic Bid Bond ID #

Signature and Title



(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route	Total Bid		
Section	Contract DBE Goal		
Project	_	(Percent)	(Dollar Amount)
County	-		
Letting Date	-		
Contract No.	-		
Letting Item No.			

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company	The "as read" Low Bidder is required to com	ply with the Special Provision.				
Ву		Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.				
Title	Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764	Local Let Projects Submit forms to the Local Agency				

Date

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



DBE Participation Statement

Subcontractor Registration	Letting	
Participation Statement	Item No.	
(1) Instructions	Contract	

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
			Total	

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor	Signature for DBE Firm
Title	Title
Date	Date
Contact	Contact
Phone	Phone
Firm Name	Firm Name
Address	Address
City/State/Zip	City/State/Zip
	Ε

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

WC

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

ame:	
ddress:	
hone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 76G08 MADISON County Section DIST 8 ITS 2014-1 Route FAI 55/70 District 8 Construction Funds



SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled <u>State Required Ethical Standards Governing Subcontractors</u>.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

Section 50-10. Felons.

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

Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

Name of Subcontracting Company	
Authorized Officer	Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The CPO may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more from subcontractors identified in Section 20-120 of the Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**.

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid**.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ____ NO ____
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES <u>NO</u>
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES ____ NO ___.

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ____ NO __

(Note: Only one set of forms needs to be completed <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. Note: Checking the <u>NOT APPLICABLE</u> <u>STATEMENT</u> on Form A <u>does not</u> allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. <u>See Disclosure Form Instructions</u>.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL	(type or print information)		
NAME:			
ADDRESS			
Type of owne	ership/distributable income share	:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	of ownership/distributable income sh	nare:	

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

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

Yes No

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
(i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes No

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ____No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the annual salary of the Governor?

Yes <u>No</u>

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

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

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____No ___
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
 - Yes <u>No</u>
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

3 Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s):

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):	
Nature of disclosure:	
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on pre- penalty of perjury, I certify the contents of this disclosure to be true and accurat knowledge.	
Completed by:	
Signature of Individual or Authorized Officer	Date
NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have determined that no individuals associated with t the criteria that would require the completion of this Form A.	his organization meet
This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed of	on the previous page.
Signature of Authorized Officer	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ____No ___

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

-	Signature of Authorized Representative	Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

NOTICE TO BIDDERS



- TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (icx-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m.January 17, 2014 All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 76G08 MADISON County Section DIST 8 ITS 2014-1 Route FAI 55/70 District 8 Construction Funds

This project consists of the installation of Intelligent Transportation System equipment along I-55/70 from MP 15.9 to MP 22.0 in Madison County.

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

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

INDEX

FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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

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5 6	^	Asbestos Bearing Pad Removal (Eff. 11-1-03)	100
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10		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
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18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20 21		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	
21		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
22		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26		English Substitution of Metric Bolts (Eff. 7.1-96)	
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	211
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	212
29		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	
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32		Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	
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34		Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12)	
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FAI Route 55/70 (I-55/70) Section Dist 8 ITS 2014-1
Madison County Contract No. 76G08
ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1/C
WIDE AREA NETWORK
FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND
PROCEDURES
CLOSED CIRCUIT TELEVISION CAMERA SYSTEM
RADAR DETECTION SYSTEM
TRAINING AND INSTALLATION
WARRANTY
FINAL SYSTEM ACCEPTANCE
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)
PAYROLLS AND PAYROLL RECORDS (BDE)
PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)
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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAI Route 55/70 (I-55/70); Section Dist 8 ITS 2014-1; Madison County; Contract No. 76G08 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located along I-55/70 from the existing ITS location at approximately STA. 775+00, west of US 40, near MP 15.9, then eastward/northward to the existing ITS DMS location STA. 1148+50, near MP 22.0.

DESCRIPTION OF PROJECT

This project is part of the regional Intelligent Transportation System. The equipment deployed as a part of this project will provide IDOT the ability to monitor and verify traffic conditions on the urban interstate system. The images and data gathered by this equipment will be made available to the public via an internet web-site.

The existing MP 17.0, MP 17.6, MP 19.1, and MP 19.7 cabinets shall REMOVE EXISTING ITS EQUIPMENT, and be modified per MODIFY EXISTING CONTROLLER CABINET TYPE B.

The existing MP 18.6 and MP 22.0(EX.) cabinets shall REMOVE EXISTING ITS EQUIPMENT, and be modified per MODIFY EXISTING CONTROLLER CABINET, SPECIAL, as described in the special provision.

The following shall be installed between existing cabinets at MP 17.0, MP 17.6, MP 18.6, MP 19.1, MP 19.7, MP 22.0(EX.) and proposed MP 22.0, per:

- 1. LOCATE UNDERGROUND CABLE,
- 2. JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 10" and HANDHOLE (of the material type and size), as described in the special provision,
- UNDERGROUND CONDUIT, PVC, 4" DIA., CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT and CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C, as described in the special provision,

- 4. ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C, and FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O., as described in the special provision,
- 5. FIBER OPTIC UTILITY MARKER, as described in the special provision

The modified cabinets at MP 18.6, MP 19.1 and MP 22.0(EX.) shall receive ETHERNET MODEM, as described in the special provision.

The proposed MP 22.0 cabinet shall receive ETHERNET MODEM, as described in the special provision.

Proposed CCTV camera with surge protection shall be installed on existing poles with camera lowering devices, and digital encoders, surge protection, and fiber optic communication equipment and shall be installed in associate modified cabinets at MP 17.0, MP 17.6, MP 19.1 and MP 19.7, per CLOSED CIRCUIT TELEVISION CAMERA SYSTEM, 3000 LAYER 2 SWITCH SFP-GE-L SFP MODULE and SFP-GE-Z SFP MODULE, as described in the special provision.

A proposed pole with camera lowering device, CCTV camera, digital encoders, surge protection, radar detector, and fiber optic communication equipment shall be installed in a proposed cabinet at MP 22.0 with conduits and cables to the existing MP 22.0(EX.) DMS cabinet per:

- 1. LOCATE UNDERGROUND CABLE,
- 2. LIGHT POLE FOUNDATION, 24" DIAMETER,
- 3. LIGHT POLE, STEEL 50 FT. WITH CAMERA LOWERING SYSTEM, as described in the special provision,
- 4. CONCRETE FOUNDATIONS (SPECIAL) and CONTROLLER CABINET TYPE III, SPECIAL, as described in the special provision,
- 5. HANDHOLE (of the material type and size), as described in the special provision,
- 6. UNDERGROUND CONDUIT, PVC, 3" DIA.,
- 7. UNDERGROUND CONDUIT, PVC, 4" DIA. and FIBER OPTIC UTILITY MARKER, as described in the special provision,
- 8. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM, 3000 LAYER 2 SWITCH, SFP-GE-L SFP MODULE ,SFP-GE-Z SFP MODULE and RADAR VEHICLE DETECTION SYSTEM, as described in the special provision

FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 6F shall be installed between MP 18.6-MP 19.1 and between MP 22.0(EX.)-MP 22.0.

ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 3 C shall be installed between MP 22.0(EX.)-MP 22.0.

Existing service installations at MP 17.0, MP 17.6, MP 18.6, MP 19.1, MP 19.7, and MP 22.0(EX.) shall be used.

Install SFP-GE-Z SFP MODULES per CLOSED CIRCUIT TELEVISION CAMERA SYSTEM, as described in the special provision.

Modify the existing network to integrate the equipment, as described above, with the existing system per WIDE AREA NETWORK, as described in the special provision.

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

I. Monthly Labor Summary Report, Form SBE 148

The <u>prime contractor and each first and second tier sub-contractor</u>, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.

b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- 1. Gender: M Male F Female
- 2. Ethnic Group: 1 White 2 Black 3 Hispanic
 4 American Indian/Alaskan Native 5 Asian/Pacific Islander
- Work Classification: OF Official SU Supervisor FO Foremen
 CL Clerical CA Carpenter EO Operator ME Mechanic
 TD Truck Driver IW Ironworker PA Painter OT Other
 EL Electrician PP Pipefitter TE Technical LA Laborer
 CM Cement Mason
- 4.Employee Status:
C CompanyO Owner Operator
A ApprenticeJ Journeyman
T Trainee

Specific "Fixed Length Comma Delimited ASCII File Format"

<u>Order</u>	Field Name	Type	<u>Size</u>
1	Contractor Number	Α	4
2	Contractor Reference Number	Α	6
3	Contract Number	Α	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	Α	11
6	Name	Α	40
7	Gender	Α	1
8	Ethnic Group	Α	1
9	Work Classification	Α	1
10	Employee Status	Α	1
11	Total Hours (0000060.00)	Ν	10

File Name Conventions:

(Contractor Number + Report Month/Year).Txt i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractor's contract status each month on the Monthly Activity Report, Form SBE 248:

Α.	Contract Status:	1 - Not Started	2 - Active	3 - No Work
	4 - Suspended	5 - Complete		

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

OFFICE COPY MACHINE

Effective: January 1, 1987

Revised: November 1, 2006

The copier specified in Article 670.02 shall meet the following specifications:

- (1) Edge-to-edge copying.
- (2) Up to 11 in x 17 in (275 mm x 425 mm) size for copy-size capabilities.
- (3) A detachable platen cover in order to copy portions of large-bound documents.
- (4) A cabinet stand for the copier.

TELEPHONE ANSWERING MACHINE

Effective: January 11, 1990

Revised: November 1, 2006

The telephone answering machine specified in Article 670.02 shall meet the following minimum specifications:

- (1) Time/Day Indication A computerized voice records the date and time that each message is received.
- (2) Beeperless Remote Any remote touch-tone phone can be used to review all messages by the use of an access code.
- (3) Digital System Pre-recorded and received messages are managed on separate cassettes.
- (4) Conversation Record The operator can record any phone call.
- (5) Remote Turn-On Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.
- (6) Full Message The Caller is advised if the memory is insufficient to record the call.
- (7) Battery Back-Up The settings and messages are protected from power failures.
- (8) Two-Line Capacity Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

Prior to the purchase of this item, the Contractor shall submit specifications for the proposed machine to the Engineer for his approval.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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

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

701101	701106	701400	701406	701411
701446	701456	701501	701901	

In addition, the following Special Provision(s) will also govern traffic control for this project:

Speed Indicator Sign Failure to Open Traffic Lanes to Traffic For Peak Periods Work During Peak Hours Cooperation Between Contractors Construction and Maintenance Sign Supports

SPEED INDICATOR SIGN

Effective: 5/1/2013

Description: This work shall consist of furnishing, placing, and maintaining speed indicator signs. The sign unit shall be trailer mounted and shall have integral measurement and display units. The speed indicator signs shall be deployed as part of the approach to lane closure, or as directed by the Engineer. Construction speed limit signs shall still be required as shown on the Highway Standards.

Sign trailers, when erected, shall have their tires resting on the ground or elevated a maximum of 6 in. (150 mm) above the ground. Weights used to stabilize the trailer shall be sandbags mounted a maximum of 12 in. (300 mm) above the ground. To prevent wind induced rolling of the trailer, the wheels shall be chocked with sandbags or the trailer tongue may be pinned. The pinning method shall be designed to give way in the event of a vehicular impact and shall meet the approval of the Engineer.

The sign trailer shall only be attached to its tow vehicle when the sign is actually being moved. The tow vehicle, when not attached to the trailer, shall be parked according to Article 701.11.

The speed measurement unit of the speed indicator sign shall be radar and shall be capable of detecting vehicle speed from one-quarter (1/4) to one-half (1/2) mile distance.

The speed indicator sign shall face approaching traffic and shall have a digital display showing the speed of approaching vehicles as determined by the radar detection unit. The speed indicator sign shall have a sign legend of "YOUR SPEED IS" above the digital display and "MPH" below the digital display. The digital display between the fixed messages shall show two digits (00 to 99). The minimum height of the numerals shall be eight (8) inches, and the nominal legibility distance shall be a minimum of 750 feet.

The speed indicator sign shall have a "SPEED LIMIT" sign under the digital display. The Contractor shall have "SPEED LIMIT 55" and "SPEED LIMIT 45" available, like those shown on Highway Standard 701401. The speed limit sign that is mounted to the speed indicator sign shall be designated by the Engineer.

The speed indicator sign shall be equipped with a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts deemed necessary to achieve uninterrupted service. If, at any time, the Contractor fails to perform any work deemed necessary by the Engineer to keep the speed indicator sign in proper operating condition, the Department reserves the right to perform the work. The cost of such work will be deducted from the amount due the Contractor. In addition the Contractor shall not receive the per day compensation due for any days the speed indicator sign is on the work site and non-operational.

The Contractor shall supply two speed indicator signs. The locations of the signs will be determined by the Engineer. The signs will be relocated periodically as directed by the Engineer. When the speed indicator sign is not in use it shall be considered equipment and relocated according to Article 701.11.

Method of Measurement: The furnishing, placing, relocating, and maintenance of speed indicator measurement and display units will be measured per calendar day of service provided. A partial day shall be counted as one calendar day.

Basis of Payment: This work will be paid for at the contract unit price per calendar day for each sign as SPEED INDICATOR SIGN.

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC FOR PEAK PERIODS

The Contractor is required to open the road to traffic at certain specified times described in these Special Provisions. Should the Contractor fail to completely open and keep open the lanes to traffic, as described elsewhere in these Special Provisions, he shall be liable to the Department in the amount of \$1,000.00 for each and every 15 minute interval or portion thereof, that a lane is blocked outside the allowable time limitations. No provisions of this clause shall be construed as a penalty but as liquidated and ascertained damages. Such damages may be deducted by the Department from any moneys due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

WORK DURING PEAK HOURS

The Contractor shall have at least two (2) lanes of traffic open on FAI Route 55/70 (I-55/70) during peak hours in each direction. The Contractor will not be allowed to conduct any type of operation in the open lanes or any type of operation that would impede the flow of traffic during peak hours. Peak hours are defined as 6:00 a.m. to 9:00 a.m. for the west/south bound traffic and 3:00 p.m. to 6:00 p.m. for the east/north bound traffic.

COOPERATION BETWEEN CONTRACTORS

It is anticipated that this project will be constructed concurrently with other highway projects for the same area. The project(s) that may be under contract concurrent with this project are as follows:

 FAI 55/70 (I-055/070) Section 60-(6,7,8,9,10)I, 60-(1,2)I-3 76G88 Crack & Seal Maintenance along I-55/70 from 0.5 mi W of Black Ln to I-270, I-70 from I-270 to 2.5 mi E of I-270, I-55 from 0.5 mi S of I-70/270 to 1.3 mi N of IL 140. Letting Date: 6/13/2014

The Contractor shall schedule their work in order to minimum a conflict that may arise between contracts as specified in Article 105.08 of the Standard Specifications.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 701901 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet (1 square meter) or more shall be mounted on two 4 in x 4 in (100 mm x 100 mm) or two 4 in x 6 in (100 mm x 150 mm) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be paid for separately; but shall be considered included in the cost of the traffic control items in this contract.

MAINTENANCE OF EXISTING ELECTRICAL DEVICES

Effective: Unknown

Revised: November 1, 2006

This work shall be performed according to the Articles 801.10 and 801.11, and as modified herein.

The existing electrical devices which lie within the construction limits of this project will continue to be the maintenance responsibility of the Illinois Department of Transportation. Electrical devices are defined to mean highway lighting installations, traffic signals, flashing beacons, sign truss illumination units, changeable message signs, ITS, motorist aid call boxes, dewatering pumps, speed monitoring devices, traffic volume count stations, wrong way movement detectors, following-too-close monitors, ice/fog detectors or any such devices or facilities the Department may have to maintain.

Any damage or malfunctions of these devices, observed by the Contractor, shall be reported immediately to the Department.

If it is determined by the Engineer that the Contractor is responsible for damage of any type to above-mentioned existing electrical devices, including underground wiring, as a result of negligence or poor workmanship, the Contractor shall be responsible for the repair of these facilities. These repairs shall be accomplished by whatever method the Department deems necessary. In the event the repairs are not made by the Contractor, the Contractor shall be required to reimburse the Department for such repairs within 60 days of receiving written notification of said damage.

The Department will continue to maintain the existing electrical devices until such time as the Contractor removes these devices, if required by this Contract. Any new, rebuilt, or modernized equipment installed as a requirement of this Contract shall be the maintenance responsibility of the Contractor until such time as this equipment is final inspected and found to be installed in a satisfactory manner by the Department. Existing individual equipment not involved with the work of this Contract will continue to be the maintenance responsibility of the Department.

STATUS OF UTILITIES TO BE ADJUSTED

NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

DOCUMENTATION

At the pre-construction meeting, the Contractor shall submit the following items for approval by the Engineer.

Five (5) complete copies of the manufacturer's descriptive literatures and technical data for the equipment that will be installed on the contract will be provided. The descriptive literatures and technical data shall be adequate for determining whether the equipment meets the requirements of the plans and specifications. If the literature contains more than one (1) item, the Contractor shall indicate which item or items will be furnished.

Five (5) complete copies of the shop drawings for the surveillance camera system components showing in detail the fabrication thereof and the certified mill analysis on the materials used in the fabrication, anchor bolts and reinforcing materials.

Three (3) operations and maintenance manuals shall be supplied for all equipment and components of this project. The system operator's manual and equipment manuals shall contain as a minimum the Operator's manual which includes:

Step-by-step system operation instructions Theory of system operation Explanations and descriptions of data elements Recovery procedures to be followed in case of system malfunction Procedures for updating all elements of the data base Functional descriptions of all equipment in the system

Equipment installation and maintenance manual for each controller, auxiliary device, software, and all other equipment and components provided on this project which includes:

Technical descriptions of the operation of each system component

Operation instructions for each type of equipment

Theory of operation describing the interaction of equipment components and signal flow Detailed schematic diagrams

Wiring diagrams that identify wire tagging used for all electrical connections

Troubleshooting procedures to assist the maintenance staff in the identification and isolation of malfunctions

Wiring diagrams for each location's cabinet

The Engineer will review the literature and furnish written approval or rejection to the Contractor within 15 calendar days after receipt of the literature. If the literature is rejected, the Contractor shall resubmit corrected literature within an additional fifteen (15) calendar days. Within ten (10) calendar days after receipt of written approval of any material or equipment, the Contractor shall order such material or equipment and shall furnish a copy of such order to the Engineer.

CONCRETE FOUNDATIONS (SPECIAL)

This work shall consist of furnishing and installing, at MP005522.0, STA.1148+69, a TYPE D concrete foundation for the installation of a ground mounted controller foundation per Standard 878001 and applicable portions of Section 878 of the Standard Specifications, except an additional apron for the rear controller cabinet door shall be required. The ground rod shall conform to the applicable portions of Article 1086.02 with the following additions:

- 1. The ground rod shall be $\frac{3}{4}$ " X 12' long.
- 2. Four (4) ground rods shall be installed vertically in the concrete foundation and shall protrude 4" from the concrete foundation. Each of the four (4) ground rods shall be located inside of the controller cabinet and 3" diagonally from the cabinet corner.
- 3. A #6 AWG bare copper conductor shall be bonded to each rod with molded, sleeved, exothermic, N.E.C. approved field weld (Cadweld). One (1) of the rods and #6 AWG bare copper conductor shall be attached to the controller cabinet ground bus. The other unused ground conductors shall remain coiled along the bottom of the cabinet enclosure. The ground conductors shall be enough to reach ground bus. PRESSURE CONNECTORS OR CLAMPS ARE NOT ACCEPTABLE.

Anchor bolts, nuts, and washers are required this foundation.

This work shall be paid for at the contract unit price per foot of depth of CONCRETE FOUNDATIONS (SPECIAL).

CONTROLLER CABINET TYPE III, SPECIAL

The proposed cabinet at MP005522.0, STA.1148+69, shall be in accordance with the applicable portions of Section 863 of the Standard Specifications.

The TYPE III CABINET shall be a NEMA Type 3R (66"H X 24"W X 30"L) with (i) front and rear doors and (ii) four shelves including one for future use.

The cabinet shall have:

- 1. Two (2) Power panel surge protection (EDCO SHA-1250 or approved equal) (one per phase)
- 2. One (1) Surge protection (Model ACP100 BWN3 or approved equal)
- 3. Two (2) GFCI receptacles
- 4. Four (4) circuit breakers (2-15 Amp single pole, 1 15 Amp double pole and 1-20 Amp double pole main)
- 5. Single point ground
- 6. Heater lamp(s)
- 7. Fluorescent lamp(s)
- 8. Door locks & keys in accordance with the Article 1085.47(3)c (cabinet door shall be fitted with a number 2 Corbin lock)

Modifications to the panel and terminal facilities shall be made to the cabinet to meet the operating requirements of (i) the manufacturer of radar vehicle detection system equipment and cellular modem system equipment, (ii) the field hardened controller equipment, and (iii) utility companies.

The cost of equipment housed inside the proposed cabinet at MP005522.0, STA.1148+69, shall be included in the contract unit price(s) for:

- 1. RADAR VEHICLE DETECTION SYSTEM,
- 2. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM'
- 3. 3000 2 LAYER SWITCH,
- 4. SPF-GE-L-SFP MODULE(S) (gigabit interface converters) and
- 5. ETHERNET MODEM.

This work shall be paid for at the contract unit price each for CONTROLLER CABINET TYPE III, SPECIAL.

LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM

General Description

The camera lowering system shall be designed to support and lower the closed circuit television camera, lens, housing, PTZ mechanism, cabling, connectors and other supporting field components included in this contract without damage or causing degradation of camera operations. The camera lowering system device and the pole are interdependent; and thus, must be considered a single unit or system. The lowering system shall consist of a pole, suspension contact unit, divided support arm, and a pole adapter for attachment to a pole top tenon, pole junction box, and camera connection box. The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and insure the contact unit cannot twist under high wind conditions. Round support arms are not acceptable. The camera-lowering device shall withstand wind forces per Article 1069.01 of the Standard Specifications. The lowering device manufacturer, upon request, shall furnish independent laboratory testing documents certifying adherence to the stated wind force criteria utilizing, as a minimum effective projected area (EPA), the actual EPA or an EPA greater than that of the camera system to be attached. The camera-lowering device to be furnished shall be the product of manufacturers with a minimum of three (3) years of experience in the successful manufacturing of camera lowering systems. The lowering device provider shall be able to identify a minimum of three (3) previous projects where the purposed system has been installed successfully for over a one-year period of time each. The camera lowering device shall be the [MG]² Model CLDMG2-HYP-050-ST-D or equivalent.

The lowering device manufacturer shall furnish a factory representative to assist the electrical contractor with the assembly and testing of the lowering system onto the pole assembly. The manufacturer shall furnish documentation certifying that the electrical contractor has been instructed on the installation, operation and safety features of the lowering device. The Contractor shall be responsible for providing applicable maintenance personnel "on site" operational instructions and three (3) copies of operations and maintenance manual.

Suspension Unit Contact

The suspension contact unit shall have a load capacity 200 lbs. with a 4 to 1 safety factor. There shall be a locking mechanism between the fixed and moveable components of the lowering device. The movable assembly shall have a minimum of 2 latches. This latching mechanism shall securely hold the device and its mounted equipment. The latching mechanism shall operate by alternately raising and lowering the assembly using the winch and lowering cable. When latched, all weight shall be removed from the lowering cable. The fixed unit shall have a heavy duty cast tracking guide and means to allow latching in the same position each time. The contact unit housing shall be weatherproof with a gasket provided to seal the interior from dust and moisture.

The prefabricated components of the lift unit support system shall be designed to preclude the lifting cable from contacting the power or video cabling. The Contractor shall supply internal conduit in the pole for the power and video cabling if required by the Engineer. The only cable permitted to move within the pole or lowering device during lowering or raising shall be the stainless steel lowering cable. All other cables must remain stable and secure during lowering and raising operations.

The female and male socket contact halves of the connector block shall be made of thermosetting synthetic rubber known as Hypalon. The female brass socket contacts and the male high conductivity brass pin contacts shall be permanently molded into the Hypalon body.

The current carrying male contacts shall be 1/8 inches in diameter. There shall be two (2) male contacts that are longer than the rest which will make first and break last, providing optimum grounding performance. The number of contacts shall be 14 and the camera mounted thereto, shall be capable of performing all of its necessary functions on 14 contacts or less.

The current carrying female contacts shall be 1/8 inches I.D. All of the contacts shall be recessed 0.125" from the face of the connector. Cored holes in the rubber measuring 0.25" in diameter and 0.125" deep, molded into the connector body, are centered on each contact on the face of the connector to create rain-tight seals when mated with the male connector.

The wire leads from both the male and female contacts shall be permanently and integrally molded in the Hypalon body. The current carrying and signal wires shall be constructed of #18/1 AWG Hypalon jacketed wire.

The contacts shall be self-wiping, with a shoulder at the base of each male contact, so that it will recess into the female block, thereby giving a rain-tight seal when mated. The electrical contact connector must meet Mil Spec Q-9858 and Mil Spec I-45208.

Lowering Tool

The camera-lowering device shall be operated by use of the Department's existing portable lowering tool, a [MG]² Model LWR3-90 or equivalent.

Materials

All pulleys for the camera lowering device and portable lowering tool shall have sealed, self lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable with a minimum breaking strength of 1740 pounds with (7) strands of 19 wire each.

All electrical and video coaxial connections between the fixed and lowerable portion of the contact block shall be protected from exposure to weather by a waterproof seal to prevent degradation of the electrical contacts. The electrical connections between the fixed and movable lowering device components shall be designed to conduct high frequency data bits and one (1) volt peak-to-peak video signals as well as the power requirements for operation of dome environmental controls.

The interface and locking components shall be made of stainless steel and or aluminum. All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized, or otherwise protected from the environment by industry-accepted coatings to withstand exposure to a corrosive environment.

The camera junction box shall be cast ZA-12 (12% aluminum and 88% zinc) and weigh a minimum of 50 LBS to insure stability of camera during the raising and lowering operation. The camera junction box shall have two (2) fully gasketed doors to prevent water intrusion. The bottom of the camera junction box shall be equipped with a condensation/moisture exit system.

The Closed Circuit Television Camera System manufacturer shall provide weights and/or counterweights as necessary to assure that the alignment of pins and connectors are proper for the camera support to be raised into position without binding. The lowering unit will have sufficient weight to disengage the camera and its control components in order that it can be lowered properly.

The Closed Circuit Television Camera System manufacturer shall provide the power and signal connectors for attachment to the bare leads in the pole and/or camera junction boxes.

The Closed Circuit Television Camera System manufacturer shall provide a mounting flange sufficient for mounting their respective camera assembly to the bottom of the Camera connection box.

Light Pole, Steel, 50 Foot

The light pole, steel, 50 foot design shall be in accordance with the applicable portions of SECTION 830 and Article 1069.03 of the Standard Specifications and the current AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals". Minimum Loading requirements shall be based on an isotach wind velocity for the area of installation according to current AASHTO isotach wind chart. Calculations and detailed drawings shall be submitted demonstrating compliance with the AASHTO specification so as to support the specified camera and accessories, except for:

- 1. the handhole with (1) handhole cover/security chain and (2) portable winch working park stand loops on the handhole rim and on the pole inside wall shall be as shown on the plans,
- 2. the pole top plate shall be as shown on the plans,
- 3. the tenon plate shall be as shown on the plans,
- 4. the top tenon shall be as shown on the plans, and
- 5. the top and bottom electrical cable guides shall be located within the pole aligned with each other as shown on the plans.

Close consideration must be given to the effective projected area of the complete lowering system and camera equipment to be mounted on the pole along with the weight when designing the pole to meet the specified deflection performance criteria. <u>The pole top deflection shall not exceed one inch in a 30-mph (non-gust) wind</u>. The calculations shall include a pole, base plate, and anchor bolt analysis. The pole calculations shall be analyzed at the pole base, at 5-ft. pole intervals/segments and at any other critical pole section. At each of these locations, the following information shall be given:

- 1. The pole's diameter, thickness, section modulus, moment of inertia, and cross sectional area.
- 2. The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each pole segment.
- 3. The axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress, and combined stress ratio (CSR).
- 4. The pole's angular and linear deflection.

Anchor rods shall be according to Article 1070.02 of the Standard Specifications. Hex nuts and washers shall be according to Article 1006.08 of the Standard Specifications. Each anchor bolt shall be supplied with two (2) hex nuts and two (2) flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.

Furnishing and installing mounting bands and 2" flexible conduit associated with connecting the CCTV junction box to the pole shall be included in the contract unit price.

Basis Of Payment

This work shall be paid for at the contract unit price each for LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM.

HANDHOLES

Add the following to Section 814 of the Standard Specifications:

All handholes shall be cast-in-place concrete, with a minimum inside dimension of 21-1/2 inches. Frames and lid openings shall match this dimension. The minimum wall thickness for heavy-duty hand holes shall be 12 inches. The handhole cover shall be labeled "ITS" with legible raised letters.

All conduits shall enter the handhole at a minimum depth of thirty (30) inches. However, the depth of conduit from detector locations located less than five (5) feet from the handhole may be less than thirty (30) inches.

All cable hooks shall be hot-dipped galvanized in accordance with AASHTO Specification M111. Hooks shall be a minimum of 3/8-inch diameter and extend into the handhole at least 6 inches. Hooks shall be placed a minimum of 12 inches below the lid, or lower if additional space is required.

All cable hooks shall be secured with a retaining nut tightened against the handhole concrete. This work shall be paid for at the contract unit price each for HANDHOLE, HEAVY-DUTY HANDHOLE, or DOUBLE HANDHOLE of the material type and size as specified.

CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT, MULTI-DUCT

This work shall consist of furnishing and installing four (4) inch (nominally) bullet resistant fiberglass raceways, fittings, and accessories attached to supports according to applicable portions of Section 811 of the Standard Specification.

Conduit shall:

- 1. meet or exceed bullet resistant mechanical performance requirements,
- 2. have inner duct with four (4)) inside diameter ducts (1.263" diameter, each, for Opticom, 1.19" diameter, each, for Carlon, or equivalent for others) and
- 3. typically, be UL listed for communication cable and fiber optic cable.

Each innerduct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct.

This work shall be paid at the contract unit price per foot for CONDUIT ATTACHED TO STRUCTURE, 4" DIA., FIBERGLASS BULLET RESISTANT, MULTI-DUCT.

UNDERGROUND CONDUIT, PVC, 4" DIA, MULTI-DUCT

This work shall consist of furnishing and installing four (4) inch (nominally) conduit, fittings and accessories as part of raceway either laid in trench, or bored and pulled in place according to the applicable portions of Section 810 of the Standard Specifications.

Conduit shall:

- 1. meet or exceed Schedule 40 PVC mechanical performance requirements when trenched or plowed,
- 2. meet or exceed Schedule 80 PVC mechanical performance requirements when bored or pulled,
- 3. have inner duct with four (4) inside diameter ducts (1.263" diameter, each, for Opti-com, 1.19" diameter, each, for Carlon, or equivalent for others and
- 4. typically, be UL listed for communication cable and fiber optic cable.

The conduit shall comply with NEMA TC10 except a 6" bell shall be acceptable. "NEMA TC10" shall be stamped on all conduit.

Each inner duct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct.

This work will be paid at the contract unit price per foot for UNDERGROUND CONDUIT, PVC, 4" DIA., MULTI-DUCT.

CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C

This work shall consist of furnishing and installing four (4) inch (nominally) conduit, fittings and accessories as part of conduit attached to structure according to the applicable portions of Section 811 of the Standard Specifications.

Conduit shall:

- 1. meet or exceed Schedule 40 PVC mechanical performance requirements,
- 2. have inner duct with four (4)) inside diameter ducts (1.263" diameter, each, for Opti-com, 1.19" diameter, each, for Carlon, or equivalent for others and
- 3. typically, be UL listed for communication cable and fiber optic cable.

Each innerduct shall be of a different color. The color shall be consistent throughout the system so that the white inner duct is always matched with white, blue with blue, etc. A pull rope shall be installed in each inner duct.

The conduit shall comply with current corresponding NEMA standards. Coding for the current corresponding NEMA standards shall be stamped on all conduit. Expansion joints shall be installed every 100 feet for all exposed conduit.

When there is an abrupt change in conduit alignment due to bridge abutments and its associated equipment, pier cap equipment, beam stiffeners, bridge scuppers, associated flexible multi-duct conduit shall be used. This associated flexible multi-duct conduit shall be included in the contract unit price of this pay item.

This work shall be paid at the contract unit price per foot for CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC TYPE C.

SEEDING, CLASS 2

In addition to the requirements of Section 250, when Class 2 seeding is done between March 1st and June 1st, the seed mixture shall also include 48 pounds per acre (55kg/ha) of Spring Oats. When Class 2 seeding is done between August 1st and November 15th, the seed mixture shall also include 56 pounds per acre (63kg/ha) of Balboa Farm Rye or 60 pounds per acre (67kg/ha) of Winter Wheat.

FIBER OPTIC UTILITY MARKER

Marking of the Fiber Optic In-ground conduit runs will be done to prevent future damage to the fiber backbone. The markers will be placed every 300 feet along the fiber run and at other important junctions, turns, or other areas as specified by the field engineer.

The markers shall adhere to the following minimum specifications:

The marker shall be a cylindrical marker mounted on a 3.5" O.D. post.

The marker shall be comprised of polymer materials which are resistant to impact, ultraviolet light, ozone, or hydrocarbon damage. The post and marker shall remain impact resistant in temperatures of -20 degrees to 140 degrees F.

The marker shall incorporate a cylindrical tube construction. It shall be capable of permanent or temporary installation on a 3.5" O.D. tube and shall utilize an anchor barb below ground level to prevent rotation and removal. The marker shall have an outside diameter of 3.82 inches. The nominal wall thickness shall be 0.13 inches and the overall length shall be 18 inches.

The marker shall be colored red on top of orange. Red shall be from the top to halfway down the marker (9 inches) and then orange the remaining 9 inches. The marker shall be pigmented throughout its entire cross section and shall incorporate UV resistant materials to prevent fading or cracking in outdoor environments.

The marker graphics shall include the following:

On the red portion of the marker in the vertical direction it shall say "Buried Cables" above the symbol for "no digging". It shall have the same verbiage on the opposite side (180 degrees away). Ninety degrees (90^o) from this, on both sides, shall be the verbiage "Danger", also in the vertical direction.

The orange portion of the marker, in the horizontal direction and on two sides of the Marker, shall incorporate the IDOT logo and the words, 'Illinois Department of Transportation". Directly below this it shall say, "Intelligent Transportation System". Below this, it shall say, "Before digging, trenching, or pushing pipe in this vicinity, call 618-346-3233. Failure to comply will result in Legal Action." Directly below this, a horizontal line and then "MARKER ID NUMBER" with a blank space for the marker id number to be inserted in the field. The Contractor shall be responsible for adding the MARKER ID NUMBER based on the following template:

557007.84.01F

Where:

5570 = Interstate Designation 07.84 = Milepost number to nearest hundredth of mile 01 = Marker number F = Fiber Marker

Directly below this again include the symbol for "no digging" and the words "Buried Cable". All graphics shall consist of a solvent-based ink that is abrasive and UV resistant.

The marker shall exhibit good workmanship and shall be free of burns, discoloration, and other objectionable marks or defects, which affect appearance or serviceability.

The marker shall have a minimum tensile strength of 2700 pounds per square inch, as measured by ASTM D638 (specimen Type I with separation rate of two inches per minute). The marker tensile strength shall not deviate more than 10 percent from the standard room temperature result when tested at both 140 degrees and -20 degrees F after a minimum of two hours conditioning at the respective temperature.

The marker shall be a six foot post with an 18" marker attached and installed to a two foot burial depth. It shall be capable of withstanding at least one vehicle impact at 35 mph. The marker shall return upright within 15 degrees of vertical position within a maximum of 30 seconds from the time of impact. The warning legend shall be retained on the marker after each impact.

GPS Coordinates for every line marker placed will be measured. The coordinates shall be measured in geographic decimal degrees and recorded in a table provided to IDOT in both electronic and hard copy format. GPS coordinate data collection shall continue to fiber termination points at controller cabinets and to the TMC so all conduit and fiber runs are clearly identified. The conduit, fiber markers and controller cabinets shall be located with an accuracy level of eighteen (18) inches. The fiber optic utility markers, conduit and controller cabinets shall be distinguishable in the GPS locator device as they are collected, so they are clearly identified in the table provided to the Department.

This work shall be paid for at the contract unit price each for FIBER OPTIC UTILITY MARKER.

REMOVE EXISTING ITS EQUIPMENT

This item consists of removing the existing ITS equipment from existing cabinets. The existing ITS equipment shall remain in operation until the new ITS equipment is ready for operation. The Contractor shall be responsible for repairing or replacing any items damaged during the process to the satisfaction of the Engineer. Upon approval of the Engineer, the Contractor shall remove the following ITS equipment:

- A. RavenX modem(s) at:
 - 1. MP557017.0, STA.832+80
 - 2. MP557017.6, STA.1375+00
 - 3. MP557018.6, STA.1321+80
 - 4. MP557019.1, STA.1294+50
 - 5. MP005519.7, STA.1263+75
 - 6. MP005522.0, STA.1148+69

The removed equipment shall remain the property of the State of Illinois. Upon removal of the existing ITS equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Regional Complex, 1102 Eastport Plaza Drive, Collinsville, Illinois 62234, ITS Equipment Room #120B. The location of any interim storage facility, prior to equipment delivery, shall be indoors and approved by the Engineer.

This work will be paid for at the contract unit price each for REMOVE EXISTING ITS EQUIPMENT, which price shall be payment in full for removing all of the above-listed equipment and delivering the equipment as specified above.

MODIFY EXISTING CONTROLLER CABINET TYPE B

This work shall consist of modifying the existing controller cabinets at:

- 1. MP557017.0, STA.832+80
- 2. MP557017.6, STA.1375+00
- 3. MP557019.1, STA.1294+50
- 4. MP005519.7, STA.1263+75

to provide for the installation of:

- 1. 3000 LAYER 2 Switch with its associated power supply, at each location mentioned above,
- 2. DIGITAL VIDEO ENCODER, at each location mentioned above,
- 3. CCTV SURGE PROTECTION, at each location mentioned above,
- 4. fiber connector housing(s) and/or fiber connector housing panel(s), at each location mentioned above,
- 5. cable connecting the existing radar detector system to operate on the 3000 Layer 2 Switch, at each location mentioned above, and
- 6. ETHERNET MODEM and associated cables with splicing/termination to the existing MP557018.6, STA.1321+80 cabinet, for the MP557019.1, STA.1294+50 cabinet, only.

The Contractor shall install all equipment as specified in the communications design and per the manufacturers' recommendations. Existing cabinet equipment shall be reinstalled as necessary for all required equipment to fit into the controller cabinet. The Contractor is responsible for protecting all equipment in the cabinet during installation and shall repair or replace any damaged equipment during the course of the cabinet modification. The Contractor shall use careful planning and preparation to ensure that existing equipment functionality down time is minimized. The Contractor shall submit a "Modify Existing Controller Cabinet plan" to the Engineer one week prior to turning off existing equipment for modification that details what work has been completed and is ready to be connected and what work remains to be completed prior to new system turn-on. This plan shall be approved by the Engineer prior to turning off any existing equipment.

The circuit breaker/surge suppression assembly shall be moved and/or upgraded in order to accommodate the installation of the other components. This assembly may remain in place (unchanged) if sufficient space and capacity is provided to the other components. Any removed equipment shall remain the property of the State of Illinois. Upon removal of the existing ITS equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Regional Complex, 1102 Eastport Plaza Drive, Collinsville, Illinois 62234, ITS Equipment Room #120B.

The location of any interim storage facility, prior to equipment delivery, shall be indoors and approved by the Engineer.

Each cabinet in the system shall be as identical as practical.

Basis of Payment: This work shall be paid for at the contract unit price each for MODIFY EXISTING CONTROLLER CABINET TYPE B.

MODIFY EXISTING CONTROLLER CABINET (SPECIAL)

This work shall consist of modifying the existing controller cabinet(s) at:

- A. MP557018.6, STA.1321+80 to provide for the installation of ETHERNET MODEM and associated cables with termination to the existing MP557019.1, STA.1294+50 cabinet and
- B. MP005522.0(EX.), STA.1148+69 to provide for the installation of:
 - 1. ETHERNET MODEM and associated cables with termination to the proposed MP005522.0 cabinet and
 - 2. electric service cables with termination to the proposed MP005522.0 cabinet.

The Contractor shall install all equipment as specified in the communications design and per the manufacturers' recommendations. Existing cabinet equipment shall be reinstalled as necessary for all required equipment to fit into the controller cabinet. The Contractor is responsible for protecting all equipment in the cabinet during installation and shall repair or replace any damaged equipment during the course of the cabinet modification. The Contractor shall use careful planning and preparation to ensure that existing equipment functionality down time is minimized. The Contractor shall submit a "Modify Existing Controller Cabinet plan" to the Engineer one week prior to turning off existing equipment for modification that details what work has been completed and is ready to be connected and what work remains to be completed prior to new system turn-on. This plan shall be approved by the Engineer prior to turning off any existing equipment.

The circuit breaker/surge suppression assembly shall be moved and/or upgraded in order to accommodate the installation of the other components. This assembly may remain in place (unchanged) if sufficient space and capacity is provided to the other components. Any removed equipment shall remain the property of the State of Illinois. Upon removal of the existing ITS equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Regional Complex, 1102 Eastport Plaza Drive, Collinsville, Illinois 62234, ITS Equipment Room #120B.

The location of any interim storage facility, prior to equipment delivery, shall be indoors and approved by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price each for MODIFY EXISTING CONTROLLER CABINET (SPECIAL).

3000 LAYER 2 SWITCH

This work shall consist of furnishing, installing, testing and provide operation, setup, and maintenance training for a Layer 2 switch, its associated power supply, and all power and data cables with termination hardware, as shown on the plans. The layer 2 switch shall be a Cisco Model Number IE -300-8TC with its associated Cisco PWR-IE3000-AC power supply.

Testing shall be per the TRAINING AND INSTALLATION special provision.

This work shall be paid for at the contract unit price each for 3000 LAYER 2 SWITCH.

SFP-GE-L SFP MODULE

This work shall consist of furnishing and installing a gigabit interface converter SFP Module. The SFP Module shall be a Cisco Model Number SFP-GE-L. All components shall be tested and certified that they operate.

Testing shall be per the TRAINING AND INSTALLATION special provision.

This work will be paid for at the contract unit price each for SFP-GE-L SFP MODULE.

SFP-GE-Z SFP MODULE

This work shall consist of furnishing and installing an SFP Module. The SFP Module shall be a Cisco Model Number SFP-GE-Z. All components shall be tested and certified that they operate.

Testing shall be per the TRAINING AND INSTALLATION special provision.

This work will be paid for at the contract unit price each for SFP-GE-Z SFP MODULE.

ETHERNET MODEM

This work shall consist of furnishing, installing, testing and provide operation, setup, and maintenance training for an IFS DE72000 Series Optical Ethernet transceiver, its associated power supply, and all power and data cables with termination hardware, as shown on the plans.

Data

Dulu	Data Interface: Data Rate: Operating Mode:	Ethernet 10/100 Mbps, IEEE 802.3 Compliant Full Duplex or Half Duplex
Wavelength		1310 nm, Multimode and Single Mode
Conne	ectors Power: Optical: Data:	Terminal Block with Screw Clamps SC RJ-45
Electri	ical & Mechanical Power: Voltage Regulation: Current Protection: Circuit Board:	12 VDC @ 200 mA Solid-State; independent on each board Automatic Resettable Solid-State Current Limiters Meets IPC Standard

Environmental

> 100,000 hours
-40° C to +74° C
-40° C to +85° C
0% to 95% (non-condensing)

Testing shall be as described in the subsequent TRAINING AND INSTALLATION special provision.

This work will be paid for at the contract unit price each for ETHERNET MODEM.

FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O.

This work shall consist of furnishing and installing fiber optic cable in conduit as indicated on the plans per the applicable portions of Section 871 of the Standard Specifications and the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES special provision, which is included in these special provisions.

The cable shall be Corning Cable Systems ALTOS® fiber optic cable, Part Number 072EU4-T4101D20 or equivalent.

A minimum of 40 feet of slack cable shall be provided for each handhole nearest the controller cabinet, 20 feet of slack shall be in each controller cabinet and 30 feet of slack in all other handholes. The controller cabinet slack cable shall be stored as directed by the Engineer. All other fiber optic cables shall be clearly labeled.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per foot for FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O. which will be payment in full for furnishing and installing all single mode fiber optic cable in conduit.

FIBER OPTIC TERMINATION IN CABINET

This work shall consist of terminating existing fibers, new fibers and furnishing and installing fiber optic patch panels, cable management hardware and distribution enclosures in field cabinets or buildings as indicated on the plans. The single mode fibers shall be terminated at each location per the schedule in the plans. All fiber optic cabling shall be clearly labeled. Existing multi-mode fibers located in the ground field controller cabinet and junction boxes that are bare, shall also be terminated and included in the cost of this pay item.

A Corning PCH-04U closet connector housing and Corning CCH-CP closet connector housing panels or equivalent shall be provided at each termination point. Required SC simplex connectors shall be included at no additional cost to the Department. All fiber optic patch cables required to light all terminations shall be installed at no additional cost to the Department.

Perform appropriate tests and provide documentation according to the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS AND PROCEDURES special provision.

Basis of Payment: This work shall be included in the cost of FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O., which will be payment in full for splicing all required multimode and single-mode fibers, testing and supplying and installing new patch panels, cable management hardware, and distribution enclosures at a cabinet or the TMC building location.

This work shall consist of splicing existing fibers, new fibers, and furnishing and installing distribution enclosures in field cabinets or buildings as indicated on the plans. The single mode fibers shall be spliced at each location per the schedule in the plans. All splices shall be fusion spliced in an environmentally controlled enclosure and no mechanical splicing shall be accepted. All fiber optic cabling shall be clearly labeled.

Corning PCH-04U closet connector housings and Corning splice tray kits or equivalent shall be provided at each splice point as necessary.

Perform appropriate tests and provide documentation according to the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS AND PROCEDURES special provision.

Basis of Payment: This work shall be included in the cost of FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O., which will be payment in full for terminating all required multimode and single-mode fibers, testing, and supplying and installing new cable management hardware, splice trays, and distribution enclosures at a cabinet or the TMC building location.

FIBER OPTIC SPLICING IN CABINET

This work shall consist of splicing existing fibers, new fibers, and furnishing and installing distribution enclosures in field cabinets or buildings as indicated on the plans. The single mode fibers shall be spliced at each location per the schedule in the plans. All splices shall be fusion spliced in an environmentally controlled enclosure and no mechanical splicing shall be accepted. All fiber optic cabling shall be clearly labeled.

Corning PCH-04U closet connector housings and splice tray kits or equivalent shall be provided at each splice point as necessary.

Perform appropriate tests and provide documentation according to the FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES special provision.

Basis of Payment: This work shall be included in the cost of FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O. and FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 6F, respectively, which will be payment in full for terminating all required multi-mode and singlemode fibers, testing, and supplying and installing new cable management hardware, splice trays, and distribution enclosures at a cabinet or the TMC building location.

ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1/C

In order to trace the fiber optic cable after installation, a black insulated copper tracer cable No. 14 shall be installed with the fiber optic cable where there is no other electric cable per the applicable portions of Section 873 of the Standard Specifications. The tracer cable splices are allowed in handhole only. All tracer splices shall be kept to a minimum and shall incorporate maximum lengths of cable supplied by the manufacturer. The tracer cable splice shall be per Section 870 of the Standard Specifications. Conductors shall be spliced in a rigid mold. Rosincore solder shall be used.

<u>Basis of Payment</u>: The tracer cable shall be paid for separately per foot, as ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1/C, which price shall include all associated labor and material for installation.

WIDE AREA NETWORK

This work shall consist of installing, configuring and placing into operation the wide area network devices furnished for this project, and reconfiguring existing network devices so that the overall network operates properly. The Contractor may replace components of the existing system at no additional cost to the Department. All work required to modify the existing network and in order to integrate the new equipment to be installed as referenced below with the existing system is included in the unit cost of WIDE AREA NETWORK. Any equipment that is to be replaced shall require written authorization by the Engineer. The appropriate wire, cables, connectors, ancillary devices for equipment connection and operation are also included in this pay item. This system shall consist of the following equipment:

- 1. RADAR VEHICLE DETECTION SYSTEM
- 2. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM
- 3. 3000 2 LAYER SWITCH(S)
- 4. SPF-GE-L-SFP MODULE (gigabit interface converters)
- 5. SPF-GE-Z-SFP MODULE (gigabit interface converters)
- 6. ETHERNET MODEMS and
 - a. associated existing Dynamic Message Sign
 - b. associated existing RADAR VEHICLE DETECTION SYSTEM
- 7. FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O
- 8. TMC monitoring

Specific network configuration information will be made available to the successful bidder, and shall remain confidential.

This work will be paid for at the contract unit price lump sum for WIDE AREA NETWORK, which price shall be payment in full for installing, configuring and placing into operation the wide area network devices furnished for this project,

FIBER OPTIC CABLE SPLICING, TESTING AND ACCEPTANCE STANDARDS, AND PROCEDURES

- A. During construction, an Optical Domain Reflectometer (OTDR) shall be used to test splices and an OTDR and a 1-km launch reel (for single mode fiber) or a 300 km launch reel (for multi-mode fiber) shall be used to test pigtail connectors. Such construction tests shall be unidirectional and performed at both 1310 nm and 1550 nm for single mode fiber and at 850 nm and 1310nm for multi-mode fiber. The Contractor may substitute another fiber optic testing device for an OTDR if the device specifications, testing parameters, and reason for using this type of device are submitted for review and approval by the Engineer.
- B. If the loss value of two (2) connectors and the associated pigtail splice exceeds 1dB for single mode fiber or 2 dB for multi-mode fiber, then splice and re-splice until the loss value is as previously described.
- C. If the loss value for a splice, when measured in one direction with an OTDR, exceeds 0.15 dB, break the splice and re-splice until the loss value is 0.15 dB or less, provided that, not able to achieve a loss value of 0.15 dB after three total splicing attempts, then the maximum loss value shall be 0.3 dB.
- D. After end-to-end connectivity has been established on the fibers during construction the following shall be completed:
 - 1. bi-directional end-to-end tests
 - 2. test continuity to confirm that no fibers have crossed at any splice points
 - 3. record loss measurements using a light source and a power meter
 - 4. take OTDR traces and record splice loss measurements
- E. Bi-directional end-to-end tests and OTDR traces shall be performed at both 1310 nm and 1550 nm for single mode fiber and at 850 nm for multi-mode fiber. All losses for each splice point shall be measured, verified, and averaged in both directions.
- F. ODTR Equipment and Settings
 - The Contractor shall use OTDR equipment and settings that are in the Engineer's opinion, suitable for performing accurate measurements of the fiber.
- G. Acceptance Test Deliverables The Contractor shall provide data sheets or computer media, in format that is readily accessible to the Department, containing the following information for the relevant fibers and cable segments for approval prior to connecting any fiber optic hardware:
 - 1. Verification of end-to-end fiber continuity with power level readings for each fiber taken with a light source and power meter.
 - 2. Verification that the loss at each splice point is below 0.3 dB.
 - 3. The final bi-directional OTDR test data, with distances.
 - 4. Cable manufacturer, cable type (buffer/ribbon), fiber type, cable reel number, number and distance of each section of cable between splice points.

The cost of performing the appropriate tests and providing the documentation shall be included in the contract unit price for FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O.

CLOSED CIRCUIT TELEVISION CAMERA SYSTEM

This work shall consist of furnishing, installing, and placing into operation a closed circuit television camera system. All new equipment shall be compatible and interchangeable with the existing camera lowering system. The Contractor may replace the existing system at no cost to the Department.

All work required to modify the existing camera lowering system in order to install and integrate the new equipment, as referenced below, with the existing system is included in the unit cost of CLOSED CIRCUIT TELEVISION CAMERA SYSTEM. This system shall consist of the following equipment:

- 1. Color Camera (Sensormatic Speed Dome Ultra VII Day/Night Enhanced, RAS918LSI)
- 2. Digital Video Encoder (Impath i5110-E Encoder)
- 3. CCTV Surge Protection
- 4. Surge Arrestor (existing system EDCO Inc., Model SHA-1250) and ACP100BWN3

The appropriate cables (electric and fiber optic), transformers, circuit breakers, surge arrestors, terminal strips, and receptacles (GFCI) required for a closed circuit television camera system are also included in this pay item.

Color Camera

Sensormatic Speed Dome Ultra VII Day/Night with Electronic Image Stabilization, RAS918LSI or equivalent. The camera shall include all necessary accessories to provide for complete installation. All accessories required to successfully complete the installation shall be included in the cost of CLOSED CIRCUIT TELEVISION CAMERA SYSTEM. The unit includes the features listed below and shall meet the performance requirements listed below:

- 1. 1/4" Charged Coupled Device image sensor
- 2. 230X total zoom
- 3. 23X optical zoom
- 4. 10X digital zoom
- 5. Auto/manual focus control
- 6. Auto/manual iris control
- 7. Manual Pan/Tilt Speed, 1 degree 100 degree per second (based on zoom position)
- 8. Preset Pan/Tilt Speed, 220 degree per second, maximum
- 9. 470 lines of horizontal resolution
- 10. Sunshield
- 11. Manual/Automatic Wide Dynamic Range Modes
- 12. Light levels 0.009 lux in black and white with open shutter
- 13. Privacy zone capability where it does not interfere with normal surveillance operations (only blocks out sensitive areas)
- 14. Camera must have capability to display direction on monitor (direction the camera is currently pointing and the direction in which it is moving)
- 15. Capability of up to 96 preset programmable positions

- A. Environmental Enclosure: The environmental enclosure shall be a Sensormatic ADODH-CLR or equivalent and shall house and protect CCTV camera, lens, and pan and tilt unit from outdoor environment which the assembly must be designed to function in. The enclosure shall be a domed housing and meet or exceed the following requirements:
 - 1. Configuration: The top of the enclosure shall be aluminum. The inside shall be flat black. The bottom of the enclosure shall be clear acrylic. The enclosure shall be fully watertight and weatherproof. No condensation shall develop at any time during the testing period for this contract.

The CCTV camera and zoom lens shall be mounted to insure that the enclosure will not obstruct the field of view of the CCTV camera. Sufficient clearance between the zoom lens extended to its furthest point of travel and the enclosure shall be provided to insure that mirroring will not occur.

The enclosure shall be constructed so as to minimize the effort required to remove the CCTV camera assembly for maintenance.

- 2. Heater: The enclosure shall be equipped with a heater or heaters controlled by a thermostat. This heater shall be powered at all times, and shall operate independently of the camera. The heater or heaters shall perform such that no condensation shall develop at any humidity level less than the 95%. Condensation shall also not occur at any time due to a sharp increase or decrease relative humidity.
- 3. Cable Entry and Mounting: Entry into the enclosure by power, composite video output, and remote CCTV camera control and monitor functions shall be via weatherproof UL listed connectors intended for outdoor use.

Each enclosure shall contain the pan and tilt unit within the dome. The enclosure shall provide a means of securely attaching the camera and lens.

- B. Pan and Tilt Units: A pan and tilt drive unit shall be supplied as part of the CCTV camera assembly and meet or exceed the following requirements:
 - 1. Configuration: The pan and tilt unit shall be designed for outdoor applications and shall be constructed to allow maintenance of the unit without removal from the CCTV camera field location. All parts shall be corrosion protected.
 - 2. Mechanical: The pan and tilt unit shall have the ability to handle the proposed CCTV camera and lens load within the dome. The unit shall be capable of at least 64 settable and selectable preset position points and have the ability to attach alphanumeric character identification to each scene position point. The unit shall operate as follows:
 - a. Pan (Horizontal): 360 degrees (± 1 degree), at a proportionally variable rate to obtain new position

b. Tilt (Vertical): 2 degrees to - 90 degrees (± 1 degree) at a proportionally variable rate to obtain new position

The pan and tilt unit shall be equipped with a cable guard to prevent cable entanglement during combined pan and tilt operations.

The mounting base shall be designed for the CCTV camera and lens specified herein.

- C. Electrical: The unit shall have an input voltage of 115 VAC
 - 1. Five amp (10 million cycle rating) limit switches for pan and tilt shall be provided to guard against motor burn-out.
 - 2. The pan and tilt motor shall be two phase induction type, continuous duty with instantaneous reversal operation.

A 3.5 inch length of 1.5 inch NPT threaded pipe fitting for attaching the camera to a mount shall be included with each camera.

Digital Video Encoder

This work shall consist of the furnishing and installing an Impath i5110-E Encoder or equivalent. The unit includes the following features and shall meet the performance requirements listed below and must be compatible with the Impath VSG-1000 dual channel decoders at the TMC.

The encoder shall provide high quality digitized video over standard IP Ethernet networks using H.264. Images shall encode in real-time and transmit up to 25/30 (PAL/NTSC) frames per second for full motion quality video for digital video surveillance applications using video compression.

The encoder shall encode the H.264 video input up to full resolution and full frame rate (i.e. up to DVD quality), assuring that a high quality video can be streamed to large monitors for optimal viewing while another stream is encoded at lower frame rate and resolution for lower bandwidth applications such as recording, wireless or Internet Streaming.

The encoder shall provide high availability. The enclosure shall be virtually "splash proof" and need no cooling fans for operating over extended temperature ranges, and shall be conformal coated to ensure maintenance free operation.

The encoder will have optional on-board analytics with configurable detection zones and tripwires capable of object detection and tracking with response control manager for start/stop streaming, TTL Output, and markup of images.

The encoder will have optional memory for storing captured event video to onboard flash memory and MJPEG video images will be able to be sent to FTP servers for long term storage.

The encoder shall be capable of managing local or remote Telnet, WEB Browser interface (HTTP) and/or via 3rd Party SNMP network management systems.

The encoder shall be complementary to the Impath i5110-ET series wherever hardware decoding is required.

Video

Protocol	ITU H.264 (ISO MPEG-4 AVC Baseline), MPEG-2 , MPEG-4(SP), and MJPEG			
Resolution (D1/CIF/QCIF) Frame rate/Bit Rate	NTSC 720x480, 352x240, 176x120 PAL 720x576, 352x288, 176x144 Constant and Variable to 30/25 fps			
Multi-Stream	30kbps to 6Mbps (128kbps to 6Mbps MPEG-2) Triple Streaming up to D1, 30/25fps Up to 10Mbps aggregate			
Network Connections	User Configurable Unicast and Multicast			
Video Input	Composite Video, 1.0Vp-p, 75 ohm, via BNC			
Network Interface				
LAN Interface Protocols	IEEE 802.3 Ethernet RJ-45, 10/100Base-T Auto-Sensing TCP, UDP, IPv4, IGMPv2, RTP, RTSP, DiffServ, SNMPv2, NTP, SAP/SDP, 802.1x (SSL, HTTPS), SMTP			
,	Asynchronous 2 Ports via DB9			
Interface Protocol Data Rate	Port 1RS232, Port 2 RS422/485 300bps to 115kbps			
Interfaces	Line In/Out via 3.5mm mini-jacks			
Audio Standard	G.711			
Mode	Bi-Directional Mono 2x TTL IN / 1 x Relay Out connections via TB			
	NTP/SNTP			
Via SNMP Traps	Video Loss Detection, Video Motion Detection, Contact Sense			
	Resolution (D1/CIF/QCIF) Frame rate/Bit Rate Multi-Stream Network Connections Video Input 'K Interface LAN Interface Protocols Data Format Serial, Connectors Interface Protocol Data Rate Interfaces Audio Standard Mode			

Management				
Factory Reset	External Reset Button			
Local Status	LED Status Display			
Console	Local via serial port / remote via Telnet			
Web Browser	Microsoft IE ver. 6.0 or higher			
Security	Multi-level - User Name & Password			
Firmware				
Upgrade	Remote Flash Upload			
3rd Party SNMP	MIBs supplied			
Environmental				
Operating	24 to 1740 (20 to 11655)			
Temperature RoHS	-34 to +74C (-29 to +165F)			
Restriction of				
Hazardous				
Substances				
Directive				
Compliance	EU Directive 20002/95/EC			
Relative Humidity	5% to 95% Non-Condensing			
Protection	PCB Conformal Coating			
Power Requirements				
Input Voltage	10 to 14 VDC / Approx 12W			
Physical	· · · · · · · · · · · · · · · · · · ·			
Dimensions	6.62 x 4.26 x 8.85 cm (2.6" x 1.67" x 3.48")			
(W x H x D)				
Weight	Approx. 0.3 Kg (10.6 oz)			
Regulatory Approvals Emissions – EU	ENEE022:1008 Class A ENC100 2 2:1005 8			
Emissions – EO	EN55022:1998 Class A, EN6100-3-2:1995 & EN6100-3-3:1995			
North America	FCC47 CFR Part 15, Subpart B:1999			
Australia/NZ	Class A			
Immunity	AS/NZS 3548:1995 Class A EN55024			

CCTV Video Surge Protection

Surge Arrestor supplied for this project shall be Atlantic Scientific Zone Barrier Series or equivalent and shall be compatible with the color camera and other cabinet equipment supplied on this project. One set shall be installed in the cabinet and one set installed in the camera housing.

Surge Arrestors Surge Arrestor supplied for this project shall be EDCO Inc., Model SHA 1250 or equivalent. They shall be of modular design consisting of a permanently mounted and wired base, and a removable circuit package. They shall be designed, located, and installed in a manner permitting removal and replacement without affecting normal operation.

An additional surge arrestor Transtector Model ACP100BWR3 (or approved equal) shall be included to provide a second level of surge protection.

This work will be paid for at the contract unit price each for CLOSED CIRCUIT TELEVISION CAMERA SYSTEM.

RADAR DETECTION SYSTEM

This work shall consist of furnishing, installing, and placing into operation a "Wavetronix SmartSensorTM in High Definition (HD[™])" or equivalent radar vehicle detection system. This system shall consist of the following components and adhere to the following:

A. MOUNTING LOCATION AND INSTALLATION

The radar detector shall be mountable on a new LIGHT POLE, STEEL, 50 FT. WITH CAMERA LOWERING SYSTEM at the following station location(s):

1. MP005522.0 (STA.1148+69 RT (SB))

The operation of the camera lowering device shall not be effected by the installation of the radar detector unit and vice versa. The height of the detector unit shall be determined per the manufacturer's recommendation based on the lateral offset of the particular pole. The mounting height can be adjusted up to 3 feet in either direction to improve performance. The detector bracket shall be attached to the pole with stainless steel straps. Silicon dielectric compound shall be applied to the detector unit base before attaching it to the mounting bracket. Before tightening the bracket is should be aligned to +/- 2 degrees of perpendicular to the roadway and aimed at the detection area. A 25 pin connector cable is then attached to the unit. The connector cable should be strapped to the pole to prevent cable strain. The radar detector shall be connected to power and communication equipment in the same cabinet that will house the electronics for the CCTV camera. It shall be connected to a "Wavetronix Click! 200" or equivalent three-stage surge suppression device. A "Wavetronix Click! 201 120-240 VAC to 24 VDC" or equivalent power supply shall be used for power conversion. The surge suppressor and power supply shall be included in cost of this pay item. The radar detection system shall include all equipment and devices recommended by the manufacturer for proper operation.

B. FUNCTIONAL REQUIREMENTS AND OPERATION

The radar detection system shall be capable of either automatic configuration or manual configuration. The detector shall be capable of detecting up to ten (10) lanes of traffic simultaneously. The detection range shall be within a range of 9 feet to 250 feet. The detector shall be capable of measuring speed, occupancy, classification, and volume on the roadway. The unit must interface, communicate, and be fully compatible with the existing Wavetronix Data Collection System and Department's Advanced Traffic Management System software. Any cost for additional work to ensure this full compatibility shall be included in the contract unit price of this pay item.

C. TRAINING AND INSTALLATION RADAR DETECTION SYSTEM

The suppliers of the RADAR VEHICLE DETECTION SYSTEM shall supervise the installation and testing of the equipment. A factory certified representative shall be present for the turn-on. In addition to the turn-on, the representative from the supplier shall be onsite for a minimum of two days. The representative shall work with the other suppliers and representatives.

This representative shall be available for troubleshooting and if need be, to meet with Department personnel and other suppliers for troubleshooting the project.

The cost of providing the factory certified representative and training of Department of Transportation personnel shall be included in the contract unit price of this pay items.

D. WARRANTY

The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service.

All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two (2) weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service.

A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

This work shall be paid for at the contract unit price each for RADAR VEHICLE DETECTION SYSTEM, which price shall be payment in full for furnishing and installing a radar detection system compatible with installation procedures as described above, and including all cabling, surge protection and all ancillary hardware and materials, and all labor and incidental work necessary to complete this work.

TRAINING AND INSTALLATION

The suppliers of the hardware and software included, paid for, and provided for in the following pay items shall supervise the installation and testing of such items:

- 1. RADAR VEHICLE DETECTION SYSTEM
- 2. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM
- 3. 3000 2 LAYER SWITCH(S)
- 4. SPF-GE-L-SFP MODULE (gigabit interface converters)
- 5. SPF-GE-Z-SFP MODULE (gigabit interface converters),
- 6. ETHERNET MODEM
- 7. FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O
- 8. WIDE AREA NETWORK

A factory certified representative shall be present for the turn-on. In addition to the turn-on, the representative from the supplier shall be on-site for a minimum of one day unless otherwise stated in this contract. The representative shall work with the other suppliers and representatives.

This representative shall be available for troubleshooting and if need be to meet with Department personnel and other suppliers for troubleshooting the project.

In addition to the installation, each representative shall provide training for a period of no less than two (2) hours to maintenance, communications and engineering personnel in the operation, setup, and maintenance of their company's equipment.

The cost of providing the factory certified representative and training of Department of Transportation personnel shall be included in the cost of the particular pay item's contract unit price.

WARRANTY

The Contractor shall warranty all materials and workmanship including labor for a period of two (2) years after the completion and acceptance of the installation of the items included in the following items:

- 1. RADAR VEHICLE DETECTION SYSTEM,
- 2. CLOSED CIRCUIT TELEVISION CAMERA SYSTEM(S),
- 3. 3000 2 LAYER SWITCH(S),
- 4. SPF-GE-L-SFP MODULE(S) (gigabit interface converters),
- 5. SPF-GE-Z-SFP MODULE (gigabit interface converters),
- 6. ETHERNET MODEM(S),
- 7. FIBER OPTIC CABLE IN CONDUIT, 72 COND. S.M. F.O and
- 8. TMC monitoring

unless other warranty requirements prevail.

The Contractor shall obtain from the manufacturers, warranties for all electronic and mechanical equipment. These warranties shall be transferred to the Department or other maintaining agencies upon the completion and acceptance of the project. The manufacturer shall warrant the equipment and all parts thereof against any defects of design, workmanship, and materials, and guarantee to promptly repair or replace, free of charge, any item that has become defective for reasons not proven to have been caused by negligence on the part the user or acts of a third party during the warranty period.

The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two (2) weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service.

A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two (2) years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the system.

This is not a pay item and no additional compensation shall be allowed.

FINAL SYSTEM ACCEPTANCE

The Contractor shall request a turn-on of the WIDE AREA NETWORK after all of the equipment has been completely installed, fully operable, fully documented, IDOT staff training completed, and when the roadway is open to traffic. The WIDE AREA NETWORK must be inspected at the same time. Inspecting one (1) system without the others will not be permitted. All required system hardware and software shall be completely installed and fully operable prior to the systems inspection request. The inspection request must be made to the Engineer a minimum of three (3) working days prior to the time of the requested inspection. During the inspection all items will be tested for proper operation according to the contract. The Contractor shall be provided with a punch list indicating which equipment failed the inspection and require corrective measures. Upon the turn-on inspection, the Engineer may allow the systems to operate in continuous operation but this shall not relieve the Contractor from correcting the failed items. The Contractor shall notify the Engineer when all the failed items on the punch list have been corrected and shall request an inspection.

A turn-on inspection shall not be considered successful until each item on the punch list has been corrected by the Contractor to operate according to the contract.

After a successful turn-on inspection, WIDE AREA NETWORK shall enter a 30 calendar day minimum on site monitoring phase. During this phase the Contractor shall monitor the operation of the systems. Failure of any component during the monitoring period shall be reported to the Engineer and corrective measures shall be taken by the Contractor to the satisfaction of the Engineer. A failed item in any system shall necessitate restarting the 30 calendar day monitoring period for all systems for the full 30 day duration beginning at the time when the failed item was corrected by the Contractor.

At the end of a 30 calendar day monitoring period the Contractor shall provide the Engineer with a monitoring log for the items covering the thirty calendar day period. The Contractor shall utilize the system software capabilities to store and generate monitoring logs. Upon review of the logs and further equipment performance testing, the Engineer will issue a WIDE AREA NETWORK, Acceptance Notice or notify the Contractor in writing of the deficiencies.

This is not a pay item and no additional compensation shall be allowed.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. 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 that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **15.00**% 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 that enough DBE participation has been obtained to meet the goal: or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal if not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that 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 performance 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. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, 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 that 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 prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that 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 shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/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 forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of 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 consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime 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 owneroperator. 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 regular dealer or manufacturer.

<u>CONTRACT COMPLIANCE</u>. 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 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 be come the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) <u>TERMINATION OR REPLACEMENT</u>. 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 the Special Provision.
- (c) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That 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) That the DBE is aware that 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) That 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 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 prime contractor;

- (3) The listed DBE subcontractor fails or refuses to meet the prime 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 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice 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 contractor 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 prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime 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.

(f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty 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 Regional 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 that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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.

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

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

"STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

- Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
- 3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

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

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

PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

"As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second."

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

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

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

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

Revise Article 669.08 of the Standard Specifications to read:

"669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation 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 construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation 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 construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation 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 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, 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 but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative 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.

All groundwater encountered within lateral 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 must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new 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."

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

"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."

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

"202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the rightof-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm)."

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012

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

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs based at Illinois Community Colleges throughout Illinois, by Intergovernmental Agreement with the Illinois Community College Board, to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful onthe-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which state funded construction contracts shall include "Training Program Graduate (TPG) Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate (TPG) Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of the IDOT funded Pre-apprenticeship Training Program to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$10.00 per hour for training given a certified graduate trainee on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under the Illinois Prevailing Wage Act and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under 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 TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this 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 \$10.00 per hour for TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is $\underline{1}$. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contractor, 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 Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted by Intergovernmental Agreement with the Illinois Community College Board to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT Illinois Community College Program to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate TPG Special Provision \$10.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certification showing the type and length of training satisfactorily completed.

FAI Route 55/70 (I-55/70) Section Dist 8 ITS 2014-1 Madison County Contract No. 76G08

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide 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 on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

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.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **<u>150</u>** working days.

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: April 1, 2009

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

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

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

Other steel materials such as dowel bars, tie bars, 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 has a contract value of \$10,000 or greater.

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

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

<u>Method of Adjustment</u>. Steel cost adjustments will be computed as follows:

SCA = Q X D

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

 $D = MPI_M - MPI_L$

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

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

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

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

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

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

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name:_____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

Signature:	Date:
Frames and Grates	Yes
Metal Railings (excluding wire fence)	Yes 🗌
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes
Guardrail	Yes
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes
Reinforcing Steel	Yes
Structural Steel	Yes
Metal Piling	Yes 🗌

FAI Route 55/70 (I-55/70) Section Dist 8 ITS 2014-1 Madison County Contract No. 76G08

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

Route	FAI 55 70	Marked Rte.	I-55/70
Section	Dist 8 ITS 2014-1	Project No.	
County	Madison	Contract No.	76G08

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Jeffrey Keirn	Jothen term
Print Name	Signature
Deputy Director of Highways Region Five Engineer	10/17/13
Title	Date
Illinois Department of Transportation	
Agency	

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

The project is located along I-55/70 from west Of US 40 (~0.4 miles west of north Wilson Heights Rd., Lat. 38.7116, Long.-89.9359) to I-55 north of I-270 (~0.3 miles north of Goshen Rd., Lat. 37.7858, Long.-89.8981).

B. Provide a description of the construction activity which is the subject of this plan:

This project (1) interconnects existing Intelligent Transportation System (ITS) equipment located "off-shoulder" with conduits/cable and handholes located in the grass median and (2) installs conduit/cables and concrete foundations located "off-shoulder' for a ITS equipment pole and controller cabinet.

C. Provide the estimated duration of this project:

2 years

D. The total area of the construction site is estimated to be 10 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 3.9 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

C=0.50

- F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity: See attached "SOILS SURVEY".
- G. Provide an aerial extent of wetland acreage at the site:

None

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H. Provide a description of potentially erosive areas associated with this project:

Potentially Erosive Areas (Water erosion only)

- 1) Slopes greater than 10% at IL Central Railroad crossing (SN 060-0001)
- 2) Slopes greater than 10% at Wendell Branch crossing (SN 060-2545)
- The following is a description of soil disturbing activities by stages, their locations, and their erosive factors ١. (e.g. steepness of slopes, length of slopes, etc):

Soils will be disturbed within the construction area to the extent of the construction as described in Section B, above. The terrain is relatively flat and sediment should be controlled within a short distance of its generation location. The proposed grade generally shows sideslopes of 3:1 or flatter.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

IDOT

- The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the L. receiving waters can be found on the erosion and sediment control plans:
 - Little Mooney Creek to Mooney Creek to Cahokia Creek to Mississippi River 1.
 - 2. Wendell Branch to Silver Creek to Kaskaskia River to Mississippi River.
 - Canteen Creek to Cahokia Canal to Mississippi River 3.
- Μ. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

None. Project site's vegetation will be re-established.

- N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
 - Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
 - Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
 - Applicable Federal, Tribal, State or Local Programs
 - Other
 - 1. 303(d) Listed receiving waters (fill out this section if checked above):
 - The name(s) of the listed water body, and identification of all pollutants causing impairment: a.
 - Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting b. from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
 - Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body: C.
 - Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body: d.

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- TMDL (fill out this section if checked above) 2.
 - The name(s) of the listed water body: a.
 - b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
 - If a specific numeric waste load allocation has been established that would apply to the project's discharges, c. provide a description of the necessary steps to meet that allocation:
- Ο. The following pollutants of concern will be associated with this construction project:
 - Soil Sediment
 - Concrete
 - Concrete Truck Waste
 - Concrete Curing Compounds
 - Solid Waste Debris
 - Paints
 - Solvents
 - Fertilizers / Pesticides

- Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) Antifreeze / Coolants
- Waste water from cleaning construction equipment
- Other (specify)

Controls: П.

1.

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

 \boxtimes

 \boxtimes

- Α. **Erosion and Sediment Controls**
 - Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following stabilization practices will be used for this project:

- Preservation of Mature Vegetation \boxtimes
- Vegetated Buffer Strips
- Protection of Trees
- \boxtimes Temporary Erosion Control Seeding
- Temporary Turf (Seeding, Class 7)
- \boxtimes Temporary Mulching
- $\overline{\boxtimes}$ Permanent Seeding

- Erosion Control Blanket / Mulching \Box
- Sodding
- Geotextiles
- Other (specify) Other (specify)
- Other (specify)
- Ē Other (specify)

Describe how the stabilization practices listed above will be utilized during construction:

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Temporary erosion control seeding will be utilized as denoted in the Standard Specifications for Road and Bridge Construction.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Seeding will be performed after completion of construction activities.

2. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

	Perimeter Erosion Barrier	Rock Outlet Protection
	Temporary Ditch Check	Riprap
\boxtimes	Storm Drain Inlet Protection	Gabions
	Sediment Trap	Slope Mattress
	Temporary Pipe Slope Drain	Retaining Walls
	Temporary Sediment Basin	Slope Walls
	Temporary Stream Crossing	Concrete Revetment Mats
	Stabilized Construction Exits	Level Spreaders
	Turf Reinforcement Mats	Other (specify)
	Permanent Check Dams	Other (specify)
	Permanent Sediment Basin	Other (specify)
	Aggregate Ditch	Other (specify)
	Paved Ditch	Other (specify)

Describe how the structural practices listed above will be utilized during construction:

Inlet and pipe protection will be placed at the upstream end of all proposed inlets to protect from sedimentation due to earth excavation (see plan schedule of quantities and erosion control plan sheets).

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Inlet and pipe protection will be removed and vegetation will be re-established with seeding and maintained by Operations.

- 3. Storm Water Management: Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
 - a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

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Description of storm water management controls:

Grass and other vegetation cover will be re-established. The net result should not alter the contaminated runoff.

4. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

The procedures and requirements will be the abovementioned IDOT specifications and Illinois Environmental Protection Agency's Illinois Urban Manual.

- Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
 - a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
 - b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
 - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be
 used on this project and how they will be signed and maintained.
 - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Additional measures indicated in the plan.

III. Maintenance:

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When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

Pipe and inlet protection devices shall have the sediment removed or shall be replaced as indicated by the engineer. Temporary seeding for erosion control shall be continuously implimented as directed by the Engineer.

IV Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: <u>epa.swnoncomp@illinois.gov</u>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Compliance Assurance Section 1021 North Grand East Post Office Box 19276 Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

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Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.5 of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	FAI 55/70	Marked Rte.	I-55/70
Section	Dist 8 ITS 2014-1	Project No.	
County	Madison	Contract No.	76G08

This certification statement is a part of the SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in the SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

Contractor

Sub-Contractor

Print Name

Title

Name of Firm

City/State/ZIP

Date

Telephone

Street Address

Items which this Contractor/subcontractor will be responsible for as required in Section II.5. of the SWPPP:

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Signature

FAI 55/70 (1-55/70) Section Dist 8 17S 2014-1 Madson County Contract No. 76508

Soils Survey

-		-				1			T
Wind Erosion	Low	Low	Low	Low	Low	Low	Low	Low	Low
Water Erosion	High	High	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
Slopes (%)	10 - 18	18 - 35	2-5	0-2	0-2	2-5	5 - 10	10 - 18	5 - 35
Flooding	None	None	None	None	None	None	None	None	None
Permeability	Moderate	Moderate	Moderate	Moderate	Moderate	Moderale	Moderale	Moderate	Moderately Slow to Moderate
Drainage	Well Drained	Well Drained	Moderately Welf Drained	Somewhat Poorly Drained	Poorly Drained	Moderately Well Drained	Moderately Well Drained	Moderately Well Drained	Somewhat Pcorly Drained
Soli Symbol	79D3	79F	283B	364A	385A	477B	477C3	477D3	801D
Soil Type	fro Silt Loam, erely Eroded	Menfro Silt Loam	Downsouth Silt Loam	Edwardsville Silt Loam	Mascoutah Silty Clay Loam	Winfield Silt Loam	Winfield Silty Clay Loam, Severely Eroded	Winfield Silty Clay Loam, Severely Eroded	Orthents, Silty, Steep

EXAMPLE: SOIL TYPE (SOIL SYMBOL) - a DRAINAGE soil with PERMEABILITY permeability. This soil is FLOODING flooded with SLOPES slopes. This soil has a WATER EROSION susceptibility to water erosion and a WIND EROSION susceptibility to wind erosion.

FAI Route 55/70 (I-55/70) Section Dist 8 ITS 2014-1 Madison County Contract No. 76G08

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ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR A 5 8 = GCB COUNTY EFFECTIVE DECEMBER 2013

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

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

Madison County Prevailing Wage for December 2013

(See explanation of column headings at bottom of wages)

Trade Name	-	TYP C		FRMAN M-F>8	OSA OS	-	Pensn =====	Vac	Trng =====
ASBESTOS ABT-GEN	NW	ALL	31.040	31.540 1.5	1.5 2.	0 6.300	10.26	0.000	0.800
ASBESTOS ABT-GEN		ALL		30.300 1.5		0 6.650		0.000	
ASBESTOS ABT-MEC	22	BLD		30.860 1.5		0 6.950		0.000	
BOILERMAKER		BLD		34.000 1.5		0 7.070		1.000	0.350
BRICK MASON		BLD		33.540 1.5		0 8.000		2.000	0.400
CARPENTER		ALL		36.470 1.5	1.5 2.		7.250	0.000	0.400
CEMENT MASON		ALL		32.500 1.5		0 9.500		0.000	
CERAMIC TILE FNSHER		BLD	25.890	0.000 1.5		0 9.300 0 6.400		0.000	0.580
ELECTRIC PWR EQMT OP	NW		36.690	44.520 1.5	2.0 2.		9.170	0.000	0.280
		ALL	36.870	0.000 1.5		0 6.790		0.000	0.270
ELECTRIC PWR GRNDMAN			24.940	44.520 1.5		0 5.000			0.190
		ALL	27.530	0.000 1.5		0 5.070			0.210
ELECTRIC PWR LINEMAN				44.520 1.5	2.0 2.		10.56	0.000	0.320
ELECTRIC PWR LINEMAN			42.400	44.450 1.5	1.5 2.		11.87		
ELECTRIC PWR TRK DRV			25.560	44.520 1.5	2.0 2.		6.390	0.000	0.190
ELECTRIC PWR TRK DRV			30.100	0.000 1.5	1.5 2.		8.430	0.000	
ELECTRICIAN		ALL	36.400	38.650 1.5		0 7.500		0.000	0.550
ELECTRICIAN		ALL	37.350	39.590 1.5	1.5 2.		9.720	0.000	0.650
ELECTRONIC SYS TECH		BLD		30.490 1.5		0 7.500		0.000	0.400
ELECTRONIC SYS TECH		BLD		33.280 1.5		0 3.650		0.000	
ELEVATOR CONSTRUCTOR	22	BLD		49.180 2.0		0 11.88			
FLOOR LAYER		BLD		30.330 1.5		0 6.800		0.000	0.400
GLAZIER		BLD	32.780	0.000 2.0		0 9.020		2.630	0.310
HT/FROST INSULATOR		BLD		38.260 1.5	1.5 2.			0.000	0.500
IRON WORKER		ALL		33.500 1.5		0 8.110		0.000	
LABORER	NW	ALL		31.040 1.5	1.5 2.		10.26		0.800
LABORER		ALL	29.300	29.800 1.5	1.5 2.		11.15		0.800
MACHINIST		BLD		46.420 1.5		0 6.760		1.850	0.000
MARBLE FINISHERS		BLD	25.890	0.000 1.5		0 6.400		0.000	0.580
MARBLE MASON		BLD		33.540 1.5		0 8.000			
MILLWRIGHT		ALL		36.470 1.5		0 6.800		0.000	0.400
OPERATING ENGINEER		BLD 1		37.700 1.5		0 10.00		0.000	1.000
OPERATING ENGINEER		BLD 2	33.570	37.700 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 3		37.700 1.5		0 10.00	17.20		1.000
OPERATING ENGINEER		BLD 4	29.150	37.700 1.5	1.5 2.		17.20	0.000	1.000
OPERATING ENGINEER		BLD 5	28.820	37.700 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 6	36.250	37.700 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD 7	36.550	37.700 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER				37.700 1.5		0 10.00			
OPERATING ENGINEER		BLD 9	35.700	37.700 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY 1	33.200	36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY 2	32.070	36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		нwу З	27.590	36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER				36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY 5	27.320	36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY 6	34.750	36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY 7	35.050	36.200 1.5	1.5 2.	0 10.00	17.20	0.000	1.000
OPERATING ENGINEER				36.200 1.5		0 10.00			
OPERATING ENGINEER				36.200 1.5		0 10.00			
PAINTER		BLD	29.250	30.750 1.5	2.0 2.	0 5.250	9.170	0.000	0.650
PAINTER		HWY	30.450	31.950 1.5		0 5.250			
PAINTER OVER 30FT		BLD	30.250	31.750 1.5	2.0 2.	0 5.250	9.170	0.000	0.650
PAINTER PWR EQMT		BLD	30.250	31.750 1.5	2.0 2.	0 5.250	9.170	0.000	0.650
PAINTER PWR EQMT		HWY	31.450	32.950 1.5	1.5 2.	0 5.250	9.170	0.000	0.650
PILEDRIVER		ALL	34.970	36.470 1.5	1.5 2.	0 6.800	7.250	0.000	0.400
PIPEFITTER	Ν	BLD	37.800	39.690 2.0	2.0 2.	0 4.500	8.360	0.000	0.300

PIPEFITTER	S	BLD	37.250	39.250	1.5	1.5	2.0	6.740	8.000	0.000	0.750
PLASTERER		BLD	30.250	31.250	1.5	1.5	2.0	9.500	9.150	0.000	0.050
PLUMBER	N	BLD	37.800	39.690	2.0	2.0	2.0	4.500	8.360	0.000	0.300
PLUMBER	S	BLD	37.050	39.550	1.5	1.5	2.0	6.500	6.850	0.000	0.500
ROOFER		BLD	29.500	31.500	1.5	1.5	2.0	8.600	6.850	0.000	0.200
SHEETMETAL WORKER		ALL	32.250	33.750	1.5	1.5	2.0	8.330	7.320	1.940	0.360
SPRINKLER FITTER		BLD	40.030	43.030	2.0	2.0	2.0	8.370	11.18	0.000	1.250
SURVEY WORKER	NW	ALL	30.360	30.860	1.5	1.5	2.0	5.750	9.840	0.000	0.800
SURVEY WORKER	SE	ALL	29.300	29.800	1.5	1.5	2.0	6.050	10.60	0.000	0.800
TERRAZZO FINISHER		BLD	31.240	0.000	1.5	1.5	2.0	6.400	3.800	0.000	0.270
TERRAZZO MASON		BLD	32.530	32.830	1.5	1.5	2.0	6.400	5.550	0.000	0.290
TRUCK DRIVER		ALL 1	31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		ALL 2	31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		ALL 3	32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		ALL 4	32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		ALL 5	33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		0&C 1	25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		0&C 2	25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		0&C 3	25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		0&C 4	25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER		0&C 5	26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital. ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems. Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes -(Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet

and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes -(Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.