

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

91

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 19, 2007

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 72A18
SANGAMON County
Section D-6 ITS #2
Route FAI 72
Project ITS-517(105)
District 6 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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

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Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 72A18
SANGAMON County
Section D-6 ITS #2
Project ITS-517(105)
Route FAI 72
District 6 Construction Funds**

Installation of two dynamic message signs on I-72 at Veteran's Parkway and Wabash Avenue and at Veteran's Parkway and Lindbergh Boulevard in Springfield.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

72A18

State Job # - C-75-017-06
 PPS NBR - 6-76512-0002
 County Name - SANGAMON -
 Code - 167 - -
 District - 6 - -
 Section Number - D-6 ITS #2

Project Number
 ITS-051-7/105/

Route
 FAI 72

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322011	LT POLE REM/RE-ERECT	EACH	1.000				
X0323228	F & I TRUSS DAMPER	EACH	2.000				
X0324963	CC CAMERA SYS COMPL	EACH	1.000				
X0324965	INS TRUS M DYN MES SN	EACH	2.000				
X8730041	ELCBL C S 1/0 2C 6 1C	FOOT	1,270.500				
X8730042	ELCBL C SRV 4 2C 8 1C	FOOT	484.500				
Z0002005	ATTENUATOR BASE	SQ YD	103.200				
Z0030150	IMPACT ATTEN NRD TL3	EACH	4.000				
50200400	ROCK EXC STRUCT	CU YD	2.400				
67100100	MOBILIZATION	L SUM	1.000				
70100320	TRAF CONT-PROT 701422	L SUM	1.000				
70100800	TRAF CONT-PROT 701401	L SUM	1.000				
70103700	TRAF CONT COMPL	L SUM	1.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	2.000				
73300300	OVHD SIN STR-SPAN T3A	FOOT	200.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 72A18

State Job # - C-75-017-06
 PPS NBR - 6-76512-0002
 County Name - SANGAMON- -
 Code - 167 - -
 District - 6 - -
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Project Number
 ITS-051-7/105/

Route
 FAI 72

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
73305000	OVHD SIN STR WALKWAY	FOOT	69.200				
73400200	DRILL SHAFT CONC FDN	CU YD	40.600				
80400105	ELECT SERV INSTALL SP	EACH	2.000				
81012500	CON T 1 1/2 PVC	FOOT	13,097.000				
81021540	CON AUGERED 1 1/2 PVC	FOOT	90.000				
81100500	CON AT ST 1 1/2 GALVS	FOOT	20.000				
81306100	JUNCTION BOX SPL	EACH	16.000				
81306200	DRILL EX JUNCTION BOX	EACH	1.000				
81400100	HANDHOLE	EACH	2.000				
81900200	TR & BKFIL F ELECT WK	FOOT	13,097.000				
83057120	LT P WD 25 CL 4	EACH	2.000				
83800650	BKWY DEV COU SS SCRN	EACH	4.000				
87100120	FO CAB C 62.5/125 8F	FOOT	12,310.000				
87900200	DRILL EX HANDHOLE	EACH	2.000				

CONTRACT NUMBER **72A18**

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

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes ___ No ___

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

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

RETURN WITH BID/OFFER

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

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

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

Yes ___ No ___

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

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

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

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

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

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



RETURN WITH BID

Contract No. 72A18
SANGAMON County
Section D-6 ITS #2
Project ITS-517(105)
Route FAI 72
District 6 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 with columns for Job Categories, Total Employees (M, F), Minority Employees (Black, Hispanic, *Other Minor.), and Trainees (Apprentices, On the Job Trainees). Rows include various job categories like Officials, Supervisors, Foremen, etc., and a Total row.

TABLE B

Table with columns for Current Employees to be Assigned to Contract, split into Total Employees (M, F) and Minority Employees (M, F).

TABLE C

Table with columns for Employees in Training (Apprentices, On the Job Trainees) and Total Employees (M, F), Minority Employees (Black, Hispanic, *Other Minor.).

FOR DEPARTMENT USE ONLY

*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 the next page

RETURN WITH BID

**Contract No. 72A18
SANGAMON County
Section D-6 ITS #2
Project ITS-517(105)
Route FAI 72
District 6 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 72A18
SANGAMON County
Section D-6 ITS #2
Project ITS-517(105)
Route FAI 72
District 6 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 72A18
SANGAMON County
Section D-6 ITS #2
Project ITS-517(105)
Route FAI 72
District 6 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 19, 2007. 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. 72A18
SANGAMON County
Section D-6 ITS #2
Project ITS-517(105)
Route FAI 72
District 6 Construction Funds**

Installation of two dynamic message signs on I-72 at Veteran's Parkway and Wabash Avenue and at Veteran's Parkway and Lindbergh Boulevard in Springfield.

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

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

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07).....	1
2	X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07).....	19
6	Reserved	24
7	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03).....	25
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98).....	26
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07).....	27
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	30
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07).....	33
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07).....	35
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	39
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	42
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07).....	44
17	Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	45
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	47
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	48
20	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	49
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	53
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	55
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	57
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07).....	59
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96).....	60
26	English Substitution of Metric Bolts (Eff. 7-1-96).....	61
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	62
28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	63
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	64
30	X Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
31	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	78

TABLE OF CONTENTS

DESCRIPTION OF PROJECT 1
TRAFFIC CONTROL PLAN 3
CONSTRUCTION PROCEDURE FOR PUBLIC EVENTS 4
STATUS OF UTILITIES TO BE ADJUSTED 5
SEEDING, MINOR AREAS 5
COMPLETION DATE 5
CLOSED CIRCUIT CAMERA SYSTEM COMPLETE 6
INSTALL TRUSS MOUNTED DYNAMIC MESSAGE SIGNS 17
CONDUIT 17
JUNCTION BOX (SPECIAL) 18
FIBER OPTIC CABLE 19
FURNISH AND INSTALL TRUSS DAMPER 20
LIGHT POLE REMOVE AND RE-ERECT 20
ELECTRIC CABLE IN CONDUIT, SERVICE 21
ELECTRIC SERVICE INSTALLATION, SPECIAL 21
ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE) 22
IMPACT ATTENUATORS (BDE) 23
PAYMENTS TO SUBCONTRACTORS (BDE) 24
REINFORCEMENT BARS (BDE) 25
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) 27
STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID) 27

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, 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 72 (I-72); Section D6 ITS #2; Sangamon County; Contract 72A18 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT

This project on I-72 consists of, but is not limited to the installation of two Dynamic Message Signs (furnished by others) placed on Type III trusses across FAI 72 at approximate Station 467+50 (mile post 90) and Station 171+700 (mile post 106), furnishing and installing 1 PTZ traffic surveillance camera on an existing light pole structure near the intersection of IL Route 4 and the I-72 north ramp, furnishing and installing fiber optic cable, furnishing and installing and configuring software at the District 6 communication center, furnishing and installing field communication and video equipment at the following locations, along with all necessary traffic control:

1. The intersection of IL Route 4 and Wabash Avenue in Springfield
2. The intersection of IL Route 4 and Lindberg Blvd. in Springfield
3. The intersection of IL Route 4 and the I-72 north ramp.

PROJECT DESCRIPTION OVERVIEW

Communications between the District 6 communications center and the Dynamic Message Signs shall be accomplished via a standard, voice grade, dial-up telephone line. Communications between the District 6 communications center and the proposed camera and field equipment locations shall be temporarily accomplished via a proposed 768 kbps (upload speed) broadband cable internet connection to be set up by others within the existing traffic signal control cabinet at the intersection of IL Route 4 and Lindberg Blvd. The Contractor shall prepare the proposed camera and field equipment locations for the allowance of a future transition from a cable internet connection to a permanent fiber optic connection and shall instruct District 6 Operations technical staff on necessary requirements for performing this future connection transition. All equipment, software, configuration, preparation, and cabling necessary in the field and in the District 6 communications center and for both immediate operation and for a future cable internet to fiber optic transition shall be incidental to this contract.

A serial-to-Ethernet transceiver, quad video encoder, managed Ethernet switch, and Surge Suppressors shall be installed in the existing traffic signal control cabinet at the intersection of Wabash Ave. and Veterans Pkwy. in Springfield. The proposed serial-to-Ethernet transceiver shall connect the existing Econolite ACIP4 communication board to the proposed Ethernet switch. The proposed quad video encoder shall connect the four existing fixed video detection cameras to the proposed Ethernet switch. The proposed Ethernet switch shall be connected via existing fiber to the proposed Ethernet switch at the Lindberg Blvd. location.

A serial-to-Ethernet transceiver, quad video encoder, managed Ethernet switch, Camera Connection J-Box, and Surge Suppressors shall be installed in the existing traffic signal control cabinet at the IL Route 4/I-72 north ramp location. The proposed serial-to-Ethernet transceiver shall connect the existing Econolite ACIP4 communication board to the proposed Ethernet switch. The proposed quad video encoder shall connect both the proposed PTZ video camera and the three (3) existing fixed traffic signal video cameras to the proposed Ethernet switch. The proposed Ethernet switch shall be connected to both the proposed fiber optic cable for use at a later date, and via existing fiber to the Ethernet switch at the Lindberg Blvd. location.

A cable/Ethernet modem, managed Ethernet switch, and Surge Suppressors shall be installed in the existing traffic signal control cabinet at the intersection of Lindberg Blvd. and Veterans Pkwy. The proposed modem shall connect the proposed Ethernet switch to internet service cable supplied by others at that location. The proposed Ethernet switch shall be connected via existing fiber to proposed Ethernet switches at both the Wabash Ave. and the North Ramp locations.

Each piece of proposed equipment at each location, with the exception of the Camera Connection Junction Box (which has built-in surge suppression), shall be connected to existing 120 VAC power utilizing the proposed surge suppressors. Additional 120 VAC convenience receptacles may be necessary within the existing cabinets to facilitate the connection of the proposed devices, and their additional installation in accordance with both NEC and IDOT standards shall be incidental to this contract.

To facilitate communications between these various devices, existing fiber connections are to be made in both the existing fiber optic terminal facility at Wabash Ave. and Veterans Pkwy., and in the existing traffic signal cabinet at SW Plaza Road and Veterans Pkwy. While existing fiber is currently terminated, all materials and labor associated with equipment, connectors, and connections of fiber optic cable, electrical cable (ac, signal, etc.), and the equipment specified herein shall be incidental to this contract. This shall include the repair of any fiber terminations found to be substandard, all work within existing cabinets and within the District's Communications Center, all work at the proposed camera locations, and all work at the proposed DMS locations required to complete this contract to the satisfaction of the Engineer.

At the PTZ camera location, necessary cabling shall be installed in existing and proposed conduit to the existing traffic signal cabinet at Illinois 4 and I-72 North Ramp. The existing signal cabinet shall house the necessary power and transmission equipment. The existing electrical service at Illinois 4 and I-72 North Ramp shall power the PTZ camera.

The Dynamic Message Sign locations shall require electrical services as indicated on the plans. Work at the Dynamic Message Sign locations shall include the installation of truss leg mounted control boxes and telephone communication lines to be furnished by others.

All equipment manufacturers, contractors, subcontractors, and suppliers must have a minimum of three years direct manufacturing experience in their respective fields. These respective fields include, but are not limited to, surveillance camera systems, dynamic message signs, video equipment, ethernet equipment, fiber optic equipment, and computer equipment. Manufacturers will be required to establish a record of proven field service for the system hardware and software being provided for this contract.

All equipment manufacturers must have demonstrated at least one year of satisfactory operation of an ITS system prior to the letting of this contract. The system hardware and copyrighted software to be provided by this contract shall have been in full production, fully operational, and commercially utilized for a period of at least three months prior to the letting date of this contract. For each of the above cited equipment and installation requirements, the contractor shall furnish the IDOT Operations Engineer with the location of the system(s) and contact information for the persons responsible for these systems.

TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Revised: April 15, 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 Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein and in the plans. Special attention is called to Sections 107 and 701 through 705 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following highway standards relating to traffic control:

701101 701106 701400 701401 701422 702001

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

1. Notify the Engineer and the Bureau of Operations 1 week prior to lane closures on I-72 at 217-782-7316. No lane closures will be allowed on I-72 between the hours of 6:00 A.M. and 6:00 P.M. on weekdays. No lane closures will be allowed on I-72 on weekends between the hours of 6:00 am on Fridays and 6:00 pm on Mondays.

2. Notify the Engineer and the Bureau of Operations 1 week prior to a complete road closure of I-72. Eight (8) "Be Prepared to Stop" signs shall be placed at the direction of the Engineer for a complete road closure. Lane closures shall be done according to standards 701400 and 701401 for the approaches to any complete road closure of I-72. A complete I-72 road closure shall be limited to a 15 minute maximum duration. The traffic control setup for I-72 road closures shall be paid for as TRAFFIC CONTROL COMPLETE.

3. The Contractor shall provide, erect, and maintain all the necessary barricades, cones, drums, and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications, and as modified.
4. The Contractor shall furnish and erect "Road Construction Ahead" signs (W20-1(0)-48) at both ends of the project and all side roads within the limits of this section when working in the vicinity of the side road intersection.
5. Sign posts must be 100 x 100 mm (4x4) wood posts according to Article 1007.05. The use of metal posts will not be allowed.
6. All advance-warning signs shall be in new or like new condition at the start of the project. All warning signs shall be 48 inches by 48 inches and have a black legend on a fluorescent orange reflectorized background.
7. During the construction of this section at least one lane shall remain open to traffic in each direction at all times, except Interstate closures.
8. Two Portable Changeable Message Boards will be required for each Interstate closure. These boards shall be placed at the direction of the Engineer.
9. The Contractor shall be responsible for the traffic devices at all times during construction activities and throughout winter shutdown periods.
10. The Contractor shall be responsible for the traffic control devices and shall coordinate the items of work in order to keep hazard traffic inconveniences to a minimum.
11. All lane closures on IL Route 4 (Veterans Pkwy) shall utilize traffic standard 701422. The use of traffic standard 701400 on IL Route 4 (Veterans Pkwy) shall not be required.
12. The message board for standard 701400 shall be placed according to the standard.

CONSTRUCTION PROCEDURE FOR PUBLIC EVENTS

Effective: October 1, 1990

There shall be no lane closures within the limits of this project during the Illinois State Fair- August 10-19, 2007. No broken pavement, open holes, or trenches shall remain on, or adjacent to, the traveled way during these events. Barricades, cones, drums or other warning devices shall also be removed from the traveled way during this period. This period shall begin at 3:00 p.m. of the day preceding the beginning day of the event, and end at 12:00 midnight on the final day of the event. Any inconvenience caused the Contractor in complying with these Special Provision shall be considered as incidental to the contract and no additional compensation will be allowed.

STATUS OF UTILITIES TO BE ADJUSTED

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

Name & Address of
Utility
Type
Location
Estimated Date of
Relocation Completed

NONE ANTICIPATED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103, and Articles 105.07, 107.20, 107.31, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply. The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

SEEDING, MINOR AREAS

Effective July 1, 1990 Revised July 1, 1994

Seeding and fertilizing shall be done in accordance with Article 250 of the Standard Specifications except for the following revisions: All areas disturbed by the work performed shall be seeded, fertilized and mulched as directed by the Engineer. The seed mixture shall be applied at 110 kg/ha (100 pounds/acre). All seeds shall meet the mixture, purity and noxious weed requirements of Article 1081.04 of the Standard Specifications, and be approved by the Engineer. The Contractor shall provide the Engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients. The seed and fertilizer placed at all disturbed areas will not be measured for payment but will be considered incidental to this contract.

COMPLETION DATE

All work necessary to complete this project shall be completed by and in operation by December 31, 2007. A successful turn-on inspection of all surveillance camera locations and a successful 72-hour testing period of all Dynamic Message Signs will be included in this time period. Contractor's liability for failure to meet this date shall be as specified in Section 108 of the Standard Specifications.

CLOSED CIRCUIT CAMERA SYSTEM COMPLETE
Effective January 1, 2007

This work shall consist of furnishing, installing, and placing into operation a closed circuit television camera system utilizing both the Color Camera specified below and 4 existing fixed cameras at the intersection of Illinois 4 and Wabash Avenue. All new equipment shall be properly-installed to be compatible, fully operational, and fully-integrated into the district's ITS system, including, but not limited to, the district's 360 Surveillance ITS software. All work and equipment required both to achieve this level of performance, and to complete the 30 day end-of-project performance milestone, whether or not specifically stated in either the Plans or this contract, shall be considered incidental to this contract. In addition to equipment and labor at the peripheral field locations, satisfactory completion of this item will involve work at the district's communication center. The contractor may be utilizing and/or incorporating existing, ongoing, or related work and equipment done or installed by others in order to satisfactorily complete this project. Any coordinating efforts, equipment, or labor associated with existing, ongoing, or related work by others shall be incidental to this contract unless otherwise specified herein. This system shall consist of, but shall not be limited to, furnishing and installing the following equipment:

- **Color Camera**
- **Environmental Enclosure**
- **Quad Digital Video Encoder/Serial to Ethernet Transceiver**
- **Cable/Ethernet Modem**
- **Managed Ethernet Switches**
- **Surge Arrestors**
- **Camera Connection J-Box**

The proposed PTZ Color Camera shall include a mounting bracket; mounting hardware required to securely fasten the camera to the light pole; camera; and power, control, and video cables from the proposed Color Camera to the proposed Camera Connection J-Box contained within the existing traffic signal cabinet at the IL Route 4/I-72 North Ramp location. The 24 VAC power cables to the camera and heater shall be sized properly to allow for voltage drop over the distance from the Color Camera to the existing signal cabinet (approximately 200 feet). This work involves connections to both proposed new fiber optic cable and existing terminated fiber optic cable via a proposed Ethernet switch to be located within the existing North Ramp traffic signal cabinet. This Ethernet switch shall be connected via existing terminated fiber optic cable to the proposed Ethernet switch in the existing traffic signal cabinet at the Lindberg Blvd. location, and to the proposed new fiber optic cable within the existing signal cabinet at the North Ramp via the switch's gigabit port. Final directional and height adjustments of the camera and mounting bracket may be requested by the Engineer, and shall be considered incidental to this contract. The camera mounting bracket unit shall include the features and meet the performance requirements listed below:

1. Support minimum 75 lbs.
2. Cast Aluminum
3. Gray polyester powder coat finish.

Work on the four existing fixed cameras involves their connection via existing cables to a proposed quad video encoder within the existing traffic signal cabinet at the Wabash/Veterans Pkwy. intersection, as well as connections to existing terminated fiber optic cable via a proposed Ethernet switch within this signal cabinet. These cameras shall be connected via existing terminated fiber optic cable to the proposed Ethernet switch to be placed in the existing traffic signal cabinet at the Lindberg Blvd. location for the purpose of connection to the Cable Modem at that location. This work will require the patching of existing terminated fiber optic cable through cabinets located at the intersection of Wabash Ave. and Veterans Pkwy., and the intersection of Southwest Plaza Drive and Veterans Pkwy. Final directional and height adjustments of the cameras may be requested by the engineer, and shall be considered incidental to this contract.

The supply, installation, and connection of all equipment, devices, cabling, and software necessary to facilitate a functional closed circuit camera system shall be incidental to this contract, and is to be performed to the satisfaction of the Engineer.

The appropriate transformers, circuit breakers, surge arrestors, terminal strips, & receptacles (GFCI) required for a closed circuit television camera system are also included in this pay item. All coaxial cable furnished shall be in accordance with the applicable portions of section 873 of the Standard Specifications for Road and Bridge Construction and as specified herein. Coax cable shall be a 75 ohm, 20AWG (solid) cable conforming to Belden type 8281 or approved equal. The cable shall be 100% sweep tested from 5 MHz to 850 MHz and suitable for outdoor use. The cable shall have the following nominal electrical characteristics:

- Inductance = 0.131 microH/ft.
- Capacitance = 21 pF/ft.
- Delay = 1.54 ns/ft.
- Conductor DC Resistance at 20 deg. C = 9.9 Ohms/1000 ft.
- Outer Shield DC Resistance at 20 deg. C = 1.1 Ohms/1000 ft.

The cable shall contain 1 (one) 20AWG 0.031 in. bare copper conductor housed in polyethylene insulation with a 98% tinned copper double braided shield and polyethylene jacket. The insulation diameter shall be 0.198 in. The overall nominal diameter shall be 0.305 in. Connectors shall be installed on each end of the coaxial cable after the cable has been installed. Connectors shall be Amphenol 31-71032 or approved equal. Connectors should be installed using a CTL-2 connector tool or approved equal.

COLOR CAMERA:

The color camera shall be the American Dynamics Sensormatic SpeedDome Ultra VII, RAS916WLS or equivalent. The camera/dome assembly shall incorporate a high-speed programmable dome with high resolution DSP6 with Day (color) and Night (black and white) camera modes. Day and Night mode shall be controlled by the removal of an infrared filter. The camera shall utilize user definable motion detection based upon image activity. The dome assembly shall be comprised of a high-speed pan/tilt assembly, and a high-resolution day (color) or night (black and white) mode camera with 230X zoom. The 230X zoom shall be achieved with no less than a 23X optical zoom lens, and 10X digital magnification. The camera/lens assembly shall provide for continuous, full-time auto focus. The pan mechanism

shall incorporate a sealed precision slip ring to provide 360° of continuous pan rotation. The tilt mechanism shall provide for a minimum of 110° travel. Precise manual panning and tilting shall be achievable through a combination of variable-speed operator control (speed ranges), and automatic adjustment of these speed ranges shall be dependent upon zoom factor. Pan and Tilt speeds shall be adjustable from 0.25°/second or less, to 100°/second or more. Pan and tilt preset positions shall be obtained at a speed of no less than 220°/second. The pan and tilt acceleration, speed, and deceleration shall be directly-driven by encoder feedback monitored pulse-width-modulated high-speed DC servo motors. The pan and tilt operation shall be smooth, precise, fluid, and accurate. The dome assembly shall contain a built-in multi-protocol receiver/driver for use with matrix switching systems using one of the following protocols:

1. AD Manchester control code and a single 18 AWG shielded twisted pair (STP) cabling
2. SensorNet control code and a single 22 AWG unshielded twisted pair (UTP) cabling
3. SEC RS-422 control code and two pairs of 22 AWG shielded twisted pair (STP) cabling
4. AD-UTC and RG59U video cable

The receiver/driver shall provide all voltages for camera controls, pan and tilt functions and all motorized lens functions. In addition, the camera system shall support the District's selected third-party protocol, including but not limited to Cameleon version 4 specified herein, for integration into the District 6 ITS system as a whole. The dome shall include standard support for unshielded twisted pair dome connections. The dome shall support a minimum of 96 Presets 16 Patterns and 16 Preset Sequences. The dome shall also support a user-selectable 'return-to-home' parameter that, after a period of time from 1 or less minutes to 60 or more minutes, automatically returns the dome to a user selectable preset, pattern, or preset sequence. A freeze-frame function that maintains a static image on-screen during dome movement and lens adjustment, and when presets and patterns are called, shall be available. The dome shall include user-selectable motion detection presets where up to eight detection zones are available within a preset, and five motion sensitivity levels are available within a zone. Motion detection trigger actions shall include:

1. activating a preset command
2. activating a pattern
3. setting a dome output
4. return to home defeat

The dome shall support on-screen programming of dome parameters, including proportional flip, direction indicators and azimuth, maximum zoom stop, line-lock or internal crystal synchronization, automatic gain control, white balance, dynamic range, motion detection selection, alarm actions and default states, infrared filter removal threshold, home position, camera name, area names, a minimum of 96 preset names, a minimum of 16 pattern names, and 4 alarm names. All of this on-screen programming and displays shall be available in the English language. Password protection shall be provided to prevent unauthorized access. Dome direction indicators and azimuth reading; Dome, Area, Preset, Pattern, Preset Sequence and alarm names; and zoom, focus, and iris status shall be displayable on the monitor. All onscreen text character attributes shall be user-selectable solid or translucent white, with or without black outline.

On-screen display of dome usage statistics shall be available, and shall provide a record of the number of pan, tilt, and zoom commands issued by the dome; operating time, time from last reset in seconds, and total reset count. The complete dome assembly shall be capable of operating to full specification with an applied voltage of 18 to 30 VAC at a frequency of 50 or 60 Hertz and meet Class 2 standards. The power consumption shall not exceed 16 watts with all functions operating. The dome assembly shall have surge protection for video, communications, power, and alarm connections. The camera shall be a ¼-inch CCD interline transfer device. Day (color) mode shall provide a minimum horizontal resolution of 470 lines given a usable video signal with a scene illumination of better than 0.5 Lux (20 IRE with automatic gain control on), and 0.03 Lux with an open shutter selection of no more than 1/4 second. Night (black and white) mode shall provide a minimum horizontal resolution of 470 lines with a usable video signal with a scene illumination of 0.01 Lux (20 IRE with AGC on) and 0.009 Lux with an open shutter selection of no more than 1/4 sec. The video output synchronization shall be 2:1 interlace and shall observe the NTSC or PAL (day/color mode) or EIA RS-170 or CCIR (Night/black & white mode) standards. Line-lock with an adjustable vertical phase shall also be provided. The camera shall include a color corrected, 3.6-82.8 mm, F1.6 lens, and shall have continuous auto focus with manual override. The lens shall have an automatic iris with manual iris override. The automatic focus and automatic iris settings shall be configurable via the on-screen menu settings. The dome shall incorporate a base that enables the housing/eyeball assembly to be connected and disconnected to the base without the use of tools, and without disturbing wiring or cabling. The base shall include diagnostic LED's to indicate power and proper communications to and from the district's communication center. The dome and bases shall be available for purchase or replacement IDOT. An outdoor housing shall be available, and shall provide for the above-described installation and service. Upon initial power-up and after any resets, diagnostic tests shall be automatically run, including communication loopback, camera loopback, and motor circuit tests. The results of these tests shall be displayable on the monitor. After initialization, the dome shall automatically pan, tilt and zoom to its previous position.

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 in which the assembly must be designed to function. The enclosure shall be a domed housing. 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. 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.

1. Heater: The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall operate at 24 VAC. The power requirement shall be no more than 100 watts. This heater shall be powered at all times, and shall operate independently of the camera.

2. 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. 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 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. The unit shall have an input voltage of 115 VAC. Five-amp (10 million cycle rating) limit switches for pan and tilt shall be provided to guard against motor burn-out. 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.

QUAD DIGITAL VIDEO ENCODER / SERIAL TO ETHERNET TRANSCEIVER:

The video encoders shall be Coretec VCX-4404 or equivalent. The video encoders shall be NEMA TS-2-2003, section 2 compliant. The system architecture shall fully support networking of system components through a variety of industry standard and commercially available infrastructure that are used in the traffic industry. Two serial data sub-channels on the encoders shall transmit and receive RS232 or RS422 level signals that are placed on or retrieved from a TCP/IP or UDP connection. Simple twisted pair wiring and connectors shall be supported. The video encoder shall receive a standard 30 frames/second-video color signal that complies with NTSC and EIA requirements, including the EIA-170(A) standard, with composite video amplitude of 1-volt peak-to-peak (Vp-p). The equipment shall have an electrical input resistance of 75 ohms (Ω) per 60 hertz (Hz). The encoding function shall support full D1 (720x480), half D1 (352x480), and SIF/CIF (352x240) resolutions and be selectable under software control. The resulting data stream shall be MPEG-4 ISO/IEC14496-2 (Visual) compliant encapsulated in a multicast UDP/TCP packet. The encoded MPEG-4 stream shall consist of valid macro block encoding of the standard 8x8 and 16x16 of video objects and low bit rate background encoding within the reference window. The MPEG-4 stream shall support program or transport stream. A discovery protocol shall be supported that allows identification of Video Encoding devices by workstation and video decoder equipment. Status shall be displayed locally for video, network

and power interface conditions. Encoder reconfiguration shall be accomplished via network connection or local programming port. Configuration information shall be non-volatile and restored on power up. The video encoders shall have two (2) bi-directional serial communication sub-channels(s) available for broadcast over Ethernet 10/100 Base-T via the following methods:

1. Encoder serial port to Decoder serial port data stream
2. IP socket to Encoder/ Decoder serial port

Each serial communication channel shall support IP addressing and socket number selection. The serial communications channels shall support reconfiguration of stop bits, data bits and baud rate to 115 kbps. The serial interface shall be transparent to the device (i.e. no additional or special protocols). The video encoders shall support a standard Ethernet Interface with a data rate of 10/100 Mbits/Second, Base-T protocol, full or half-duplex, auto sensing (per IEEE 802.3) with an RJ-45 style female connector. The encoders shall be specifically designed for network operation, adhere to both ISO/IEC 13818-1 systems and ISO/13818-2 video standards and the corresponding RTP Streams shall be encapsulated into an UDP/TCP packet. Transmissions over category-5/5e unshielded twisted pair (UTP/TCP)/shielded twisted pair (STP) network cables compliant with the EIA/TIA 568-A standard shall be supported. The generated stream shall also be compatible with an attached fiber optic media converter (i.e., an Ethernet switch); or other IP capable transport, including wireless, ATM, SONET and DSL. IP Addressing shall be static (class A, B, and C) or via dynamic host configuration protocol (DHCP). UDP/TCP unicast and IP multicast (internet group multicast protocol / IGMP V2) features for digital video transmission shall be supported. Session announcement protocol (SAP) and session description protocol (SDP) shall be supported. The video encoders shall be manageable through a management system interface using SNMP (v2), TFTP or FTP, or Telnet/CLI. The management system interface shall provide the capability to remotely configure and diagnose the encoders. The management system interface shall have the capability to reset/reboot the encoder. The capability to change any of the device configuration settings including bit rates, image resolution and compression settings and serial interface type shall be supported. Pre-defined optimized MPEG settings for various bit rates shall be defined and settable using the management system interface. The management system interface shall have the capability to update firmware in one or multiple encoders from the District's Communications Center. Ability to access the serial number, firmware revision, and IP address and equipment configuration shall be provided. The video encoders shall have the following ports:

1. Network: 10/100 Mbps RJ-45
2. Video: composite binary network connector (BNC)
3. Serial Data Interface: two (2) RJ-45 ports.

The video input performance measures shall comply with NTSC and EIA requirements, including the EIA-170(A) standard, with a composite video of 1-volt peak-to-peak (Vp-p). The equipment shall have an electrical resistance of 75 ohms (Ω) per 60 hertz (Hz). The video encoders shall exceed NEMA Standard TS-2-2003, Section 2 and operate with ambient temperature range of -34°C to +74°C (-29°F to +165°F), and relative humidity between 5% and 90% non-condensing. The encoders shall provide a local status display capability for video, data, network interfaces and power. Status indicators shall be scrolling LCD screen on all stand-alone units. Cable connections (signal / power) shall require no tools for installation or removal and be designed with positive locking devices such that they will not vibrate loose. The video

encoders shall be housed in a standard 1 U high rack mountable chassis or high density chassis no more than 4RU. The input power supply range shall be 95 to 230 VAC @ 50/60 Hz. The units shall contain all power conversion and regulation necessary to support electronics operation. The power consumption for each video encoder shall not exceed 10W. The video encoders shall provide for automatic recovery from an over or under voltage condition when prime power has returned to the tolerance values specified herein. No reprogramming or manual adjustments shall be required upon power recovery.

CABLE/ETHERNET MODEM:

The modem shall be Linksys, Toshiba, Motorola, or equivalent, shall conform to Data Over Cable Service Interface Specification (DOCSIS) 2.0/J.122 or 1.1/J.112 standards, and shall operate within an ambient temperature range of -34°C to +74°C (-29°F to +165°F), and relative humidity between 5% and 90% non-condensing.

MANAGED ETHERNET SWITCH:

The managed Ethernet switches shall be International Fiber Systems EtherNav D7600 environmentally hardened, managed Ethernet switches, or equivalent. All units shall be obtained from one manufacturer. The Ethernet switches shall be configured as follows:

1. The switch at the IL Route 4/I-72 north ramp location shall be the International Fiber Systems EtherNav D7600-SS-S environmentally hardened eight port 10/100/1000 Mbps managed Ethernet switch, or equivalent.
2. The switch at the Veterans Pkwy (IL Route 4) and Lindberg Blvd. location shall be the International Fiber Systems EtherNav D7600-SM-X environmentally hardened eight port 10/100 Mbps managed Ethernet switch, or equivalent.
3. The switch at the Veterans Pkwy. (IL Route 4) and Wabash Avenue location shall be the International Fiber Systems EtherNav D7600-MM-X environmentally hardened eight port 10/100 Mbps managed Ethernet switch, or equivalent.

The Ethernet switches shall utilize 1310nm optics capable of bi-directional data transmission of 100Mbps on two multimode or single-mode optical fibers. The switch shall operate in an environment with an ambient temperature range of -40° C to +74° C without the assistance of fan-forced cooling. The switch shall operate in an environment with relative humidity of 0% to 95% (non-condensing). The Ethernet switch shall include a warranty by the manufacturer to be free from defects for the lifetime of the installation.

The Switch shall support the transmission of up to 2 channels of 100 Mbps over a single-mode or multimode fiber. The Switch shall support the transmission of 1 channel of 1000 Mbps over a single-mode fiber. The Switch shall support the Ethernet data IEEE 802.3 protocol using Auto negotiating and Auto-MDI/MDI-X features. The Switch shall require no in-field electrical or optical adjustments or in-line attenuators. The Switch shall provide power, link speed, and fiber port status indicating LED's for monitoring proper system operation. The Switch shall provide a contact closure for an over temperature alarm. The Switch shall provide automatic re-settable solid-state current limiters and independent voltage. The module shall have redundant power supply. The module shall provide a serial connection for local management of the device. The Switch shall utilize 9/125 micron single-mode optical fiber, and shall be standardized for an optical wavelength of 1310nm. The Switch shall have a maximum operating distance of 8 miles.

The Switch shall utilize standard SC optical connectors. All optical connectors shall be covered with dust caps and remain on the module until installing cable connectors to module. The Switch shall be mounted on a properly prepared surface adequate for the size and weight of module. The placement of the unit shall allow provision for cable installation and maintenance as indicated on the Plans, herein, and in compliance with the manufacturer's installation manual. The number and type of optical fiber shall meet the requirements of the manufacturer. All optical fiber cables shall be properly installed and terminated with the proper mating optical connectors. The optical link shall be tested with an OTDR to ensure the link budget (overall path loss) plus an added 3dB of optical safety margin does not exceed the manufacturer's specified power budget. All optical connectors on cable shall be cleaned in compliance to optical connector manufactures specifications and covered with dust caps until connection to the fiber optic module.

SURGE ARRESTOR:

Surge Arrestor supplied for this project shall be EDCO Inc., model TS-1200 or equivalent. It shall be designed, located, and installed in a manner permitting removal and replacement without affecting normal operation, and shall comply with all applicable surge suppression requirements by the manufacturers of equipment to be utilized with surge suppression in this project. Redundant, or series surge suppression shall not be permitted. The Surge Arrestor shall meet or exceed the following feature-set and performance specifications:

L-N Response Time: Less than 5 nanoseconds
Common Mode Response Time: Less than 5 nanoseconds

L-N Maximum Surge Current: 13,000 Amps (8 x 20 microseconds)
Common Mode Maximum Surge Current: 13,000 Amps (8 x 20 microseconds)

L-N Thermal Protect Temperature: 83°C
Common Mode Thermal Protect Temperature: 83°C

L-N IEEE 587 CAT A Ring*: 265 V
Common Mode IEEE 587 CAT A Ring*: 290 V

L-N IEEE 587 CAT B Ring*: 275 V
Common Mode IEEE 587 CAT B Ring*: 290 V

L-N IEEE 587 CAT B Impulse*: 330 V
Common Mode IEEE 587 CAT B Impulse*: 370 V

L-N UL 1449 Rating: 330 V
Common Mode UL 1449 Rating: 330 V

*Measured from zero volts, 90° phase angle
Continuous Current Rating—15 Amps

CAMERA CONNECTION J-BOX:

The junction box enclosure shall be the American Dynamics RJ856UD, or equivalent. The enclosure shall be a single position junction box for use with outdoor camera and enclosure specified herein. The junction box enclosure shall be completely sealed to protect against moisture, ice, dust, and insect intrusion and must meet a minimum of NEMA-4 and IP66 ratings. The junction box enclosure shall be manufactured in a non-corrosive polycarbonate material. The junction box enclosure shall have a hinged door with quick-release lockable cover latches. All connections and switches shall be readily accessible when the door is open. The junction box enclosure shall have three ½-inch NPT access holes and be supplied with liquid-tight fittings for external wiring. The junction box enclosure shall operate to full specifications within the normal temperature range of -40 °C to 50 °C (-40 °F to 122 °F). The junction box enclosure shall allow for storage temperatures between -10 °C to 50 °C (14 °F to 122 °F). The junction box enclosure shall contain a 28 VAC, 50/60 Hz, 66VA power supply. Input voltage shall be 120 VAC, 50/60 Hz. High voltage and low voltage shall be separated inside the enclosure. It shall not be necessary to expose the high voltage wiring to install the dome housing. The junction box enclosure shall meet all UL Class 2 standards and requirements. The junction box enclosure shall provide lightning and surge protection for the external power and data lines. All fuses shall be readily accessible. The junction box enclosure shall include an attached 120VAC line cord. The line cord shall be connected to a terminal strip inside the junction box. The inside cover of the junction box enclosure shall provide a wiring diagram, installation guide, and test procedures. The unit shall have a power switch on the input side of the transformer. The junction box enclosure shall be equipped with diagnostic LEDs. At a minimum, the LEDs shall indicate host, auxiliary, dome activity, noise, and power status. A wiring diagram, installation guide, and test procedures shall be included.

The junction box must meet the following operating requirements:

Dimensions (H x W x D)	Less than 7.87 x 7.87 x 5.19 in
Unit Weight.....	Less than 8.25 lbs
Construction.....	Polycarbonate, nonmetallic enclosure, hinged lid
Cover Locks	Two quick-release lockable cover latches
Cable Access	Three ½-inch NPT strain relief fittings provided for power, host, and dome cables
Input Voltage.....	100–120, 50/60 Hz
Input Current	1.0/0.5 A
Max Operational Limits	90–135 V, 50/60 Hz
Output	26 VAC, 2.4 Amp, Class 2 LPS
Power Line	TVS rated at 10 kA, 8/20 µsec impulse rated gas tube
Environment	Outdoor
Weatherproof Standard.....	NEMA 4/IP66
Operating Temperature.....	-40 °C to 50 °C
Storage Temperature.....	-10 °C to 50 °C
Relative Humidity	0–95% RH (non-condensing)
Diagnostic LEDs.....	Host, aux, dome activity, noise, power
Power.....	On/off power switch
J-Box to Dome	Limited by the length of the low-voltage AC power cable

Surge ProtectionIsolation transformer coupled, 2000 Vrms, 10 kA, 8/20 μ sec
impulse rated gas tube, TVS rated at 1 watt
Immunity.....CE: EN50130-4

TESTING REQUIREMENTS:

The contractor shall test all equipment with connections made before the equipment is installed. The contractor shall document testing results for all equipment and submit documentation to the Engineer. The fiber optic cable shall be tested at 850 nm and 1300 nm. The optical link shall be tested with an OTDR to ensure the link budget (overall path loss) plus an added 3dB of optical safety margin does not exceed the manufacturer's specified power budget. The cost of performing the appropriate tests and providing the documentation shall be considered incidental to the over all cost of the contract.

DOCUMENTATION:

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

- Five complete copies of the manufacturer's descriptive literatures and technical data for the equipment that will be installed on the contract. 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 item, the Contractor shall indicate which item or items will be furnished.
- Five 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. Manuals shall be supplied for all equipment and components of the system. The system operator's manual and equipment manuals shall contain as a minimum the following:

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 and auxiliary device 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 15 calendar days. Within 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.

WARRANTY:

The Contractor shall guarantee the work according to Article 801.07 and the following. The Contractor shall obtain from the manufacturers, warranties for all electronic and mechanical equipment, and provide documentation of these warranties to the Engineer. These warranties shall be transferred to the Department or other maintaining agencies upon the completion and acceptance of the project. The Contractor 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.

FINAL INSPECTION:

The Contractor shall request a turn-on and inspection of the Closed Circuit Television Camera System after all of the equipment has been completely installed, is fully operable, is fully documented, and IDOT staff training is completed. The inspection request must be made to the Engineer a minimum of three 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 and to the satisfaction of the Engineer and the Bureau of Operations. The Contractor shall be provided with a punch list indicating any equipment which fails the inspection. Any failed equipment shall be promptly replaced or repaired to the satisfaction of the Engineer. During the turn-on and inspection period, the Engineer may allow the systems to operate continuously, and this shall not relieve the Contractor from correcting any failed items. As necessary, the Contractor shall notify the Engineer when any failed item on the punch list has been corrected and shall request continuation of the system inspection process. A turn-on inspection shall not be considered successful until any item on the punch list has been corrected by the Contractor to operate according to the contract and to the satisfaction of the Engineer. After a successful turn-on inspection the Closed Circuit Television Camera System 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, with the exception of fuses which have not failed more than twice at a given location in any 72 hour period 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 to the satisfaction of the Engineer. Any over-current device actuation shall be reported to the Engineer immediately. More than two actuations of any over-current device at any one location within a 72 hour period shall be considered a failure

mode, and subsequently, a restarting of the 30 day monitoring period. 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 to the satisfaction of the Engineer, he/she will issue a Closed Circuit Television Camera System Acceptance Notice or notify the Contractor in writing of any deficiencies.

TRAINING AND INSTALLATION:

The suppliers of the video/data transmitting equipment, the camera, and the video/data receiving equipment shall supervise the installation and testing of their equipment. Appropriate factory certified representatives shall be present for the turn-on. In addition to the turn-on, representatives from the suppliers shall be on-site for a minimum of one day. 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. Each representative shall provide training to maintenance, communications and engineering personnel in the operation, setup, and maintenance of their company's equipment.

Basis of Payment: This work will be paid for at the contract unit price each for **CLOSED CIRCUIT CAMERA SYSTEM COMPLETE**, which price shall be payment in full for furnishing and installing a closed circuit television camera system, with necessary connections and adjustments for proper operations to the satisfaction of the Engineer.

INSTALL TRUSS MOUNTED DYNAMIC MESSAGE SIGNS

Two walk-in Dynamic Message Sign (furnished by others) assemblies will be installed on Type III Trusses along I-72. Communications between the District 6 communications office and the Dynamic Message Signs shall be accomplished via a standard, voice grade, dial-up telephone line. This work shall include the installation of a truss leg mounted communications interface box at each DMS location as shown in the Plans. This work shall also include the installation of conduit attached to the structure as shown in the plans. This conduit shall house the proposed communication cables and the phone line.

Basis of Payment: This item shall be paid for at the contract unit price each for **INSTALL TRUSS MOUNTED DYNAMIC MESSAGE SIGN**, and shall include the cost of all labor, material, and necessary equipment to perform the work to the satisfaction of the Engineer.

CONDUIT

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

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

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

PVC Conduit, Trench: The term trench shall cover both the trench and plowed method of installing conduit. The Contractor may use either method to install the conduit for the term TRENCH, as specified in Sections 819.03(a),(b) in the Standard Specifications for Road and Bridge Construction.

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

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

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

Basis of Payment: This work will be paid for at the contract unit price per foot (meter) for **CONDUIT**, of the size and type specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete.

JUNCTION BOX (SPECIAL)

Revised: April 30, 2004

This work shall consist of furnishing and installing a composite concrete junction box at a location(s) shown on the plan in accordance with Sections 813 and 1088.05 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

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

Basis of Payment: This work will be paid for at the contract unit price each for JUNCTION BOX (SPECIAL), which price shall be payment in full for furnishing and installing the junction box complete in place.

FIBER OPTIC CABLE

Revised: January 1, 2007

This work shall consist of furnishing and installing a fiber optic cable in accordance with the applicable requirements of Sections 871 and 1076.02 of the Standard Specifications for Road and Bridge Construction and the following additions. The fiber optic cable shall consist of eight (8) fibers with each fiber being single mode. The entire optical link shall be tested with an OTDR to ensure the link budget (overall path loss) plus an added 3dB of optical safety margin does not exceed the manufacturer's specified power budget for any of the equipment specified herein. Unused fibers shall be secured within the existing distribution enclosures or handholes and readily available for use.

Locator Wire: A #14 AWG minimum, THHN wire shall be installed along side of the fiber optic cable. The locator wire shall not be terminated to the control facility. The locator wire may be omitted in conduit runs that contain existing interconnect wire.

The Fiber Optic Cable shall meet or exceed the following:

All fibers in the cable must be usable and meet required specifications. Each optical fiber shall be sufficiently free of surface imperfections and inclusions to meet the optical, mechanical, and environmental requirements of this specification. Each optical fiber shall consist of a germaniadoped silica core surrounded by a concentric glass cladding. The fiber shall be a matched clad design. Each optical fiber shall be proof tested by the fiber manufacturer at a minimum of 100 kpsi (0.7 GN/m²). The fiber shall be coated with a dual layer acrylate protective coating. The coating shall be in physical contact with the cladding surface. The attenuation specification shall be a maximum value for each cabled fiber at 23 ± 5 °C on the original shipping reel.

Cladding Diameter (μm): 125.0 ± 0.7

Core-to-Cladding Concentricity (μm): ≤ 0.5

Cladding Non-Circularity: ≤ 1.0 %

Mode Field Diameter (μm)

1310 nm: 9.2 ± 0.4

1550 nm: 10.4 ± 0.8

Coating Diameter (μm): 245 ± 5

Colored Fiber Nominal Diameter (μm): 253 - 259

Fiber Curl radius of curvature (m): > 4.0 m

Cabled Fiber Attenuation (dB/km)

1310 nm: ≤ 0.4

1550 nm: ≤ 0.3

Point discontinuity (dB)

1310 nm: ≤ 0.1

1550 nm: ≤ 0.1

Macrobend Attenuation (dB)
Turns Mandrel OD Attenuation
1 32 ± 2 mm < 0.50 at 1550 nm
100 50 ± 2 mm < 0.05 at 1310 nm
100 50 ± 2 mm < 0.10 at 1550 nm
100 60 ± 2 mm < 0.05 at 1550 nm
Cable Cutoff Wavelength (λ_{ccf}) (nm): < 1260
Zero Dispersion Wavelength (λ_0) (nm): $1302 \leq \lambda_0 \leq 1322$
Zero Dispersion Slope (S_0) (ps/(nm²•km)): ≤ 0.092
Total Dispersion (ps/(nm•km))
1285-1330 nm: ≤ 3.5
1550 nm: ≤ 18
Cabled Polarization Mode Dispersion (ps/sqrt km): ≤ 0.5
IEEE 802.3 GbE - 1300 nm Laser Distance (m): up to 5000
Water Peak Attenuation
1383 ± 3 nm (dB/km): ≤ 2.1

Basis of Payment: This work will be paid for at the contract unit price per meter (foot) for **FIBER OPTIC CABLE**, of the type, size, and number of fibers indicated on the plans, which price shall be payment in full for furnishing the material and installing the cable complete.

FURNISH AND INSTALL TRUSS DAMPER

This work shall consist of furnishing and installing a truss damper on an aluminum overhead span sign structure. The damper shall be attached to the overhead sign structure as indicated on the attached details. The damper design shall be as shown in the plans. The Contractor shall submit truss damper shop drawings for approval prior to fabrication and before any materials are ordered.

Basis of Payment: This work will be paid for at the contract unit price per each for **FURNISH AND INSTALL TRUSS DAMPER**, which price shall be payment in full for furnishing the material and installing the equipment complete.

LIGHT POLE REMOVE AND RE-ERECT

Effective April 1, 2006

This work shall consist of removing and re-erecting existing light poles at the locations shown on the plans in accordance with Sections 830.03 and 842 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

Existing breakaway couplings shall be disposed of by the Contractor. Any damage resulting from the removal and reinstallation of the light pole and associated hardware shall be repaired or replaced in kind, at the Contractor's expense, to the satisfaction of the Engineer. After removal, the light pole and associated hardware shall be temporarily stored at a location determined by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE REMOVE AND RE-ERECT, which price shall be payment in full for removing, temporarily storing, and re-erecting an existing light pole and all associated hardware, wiring and appurtenances to the satisfaction of the Engineer. Breakaway devices will be paid for separately.

ELECTRIC CABLE IN CONDUIT, SERVICE
Effective: January 1, 2007

This work shall consist of furnishing and installing an electric cable of the type, size, and number of conductors in accordance with Sections 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

The electric service cable for DMS 1 shall consist of two (2) – #4 conductors and one (1) #8 conductor as the neutral. The electric service cable for DMS 2 shall consist of two (2) – #1/0 conductors and one (1) - #6 conductor for the neutral.

The electric service cables shall conform to all applicable NEC requirements and shall supply each DMS with a 240VAC, 40 Amp, 4 Wire service. Conductor sizes shall allow for voltage drops over the supply distances in accordance with the Standard Specifications for Road and Bridge Construction.

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

ELECTRIC SERVICE INSTALLATION, SPECIAL
Effective: January 1, 2007

This work shall be in accordance with Section 804 and 1086 of the Standard Specifications except as modified herein.

Galvanized steel conduit shall be used for the service riser. The use of PVC conduit will not be allowed.

The service disconnect enclosure shall be a stainless steel, weatherproof NEMA 4X enclosure that meets the following specifications:

60-Ampere Fused Disconnect Switch: The fused disconnect switch shall be single-throw, three-wire (two poles, two fused, and solid neutral). The switch shall provide for locking the blades in either the “On” or “Off” position with one or two padlocks and for locking the cover in the closed position. The fuses shall be cartridge fuses and contacts shall be rated 60 amperes, 240 volts, and included with the disconnect installation.

All associated costs including conduit pushing, trenching, removal of underground debris, and all incidental work shall be considered incidental to this contract.

The Department will furnish all padlocks.

Basis of Payment: This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION, SPECIAL which shall be payment in full for all labor, equipment, and materials required to provide the electrical service installation described above, complete.

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Page 60 Article 109.07(a). In the second line of the first paragraph change “amount” to “quantity”.

Page 207 Article 406.14. In the second line of the second paragraph change “MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;” to “MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;”.

Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

“Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07.”

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

“Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08.”

Page 465 Article 551.06. In the second line of the first paragraph change “or” to “and/or”.

Page 585 Article 701.19(a). Add “701400” to the second line of the first paragraph.

Page 586 Article 701.19(c). Delete “701400” from the second line of the first paragraph.

Page 586 Article 701.19. Add the following subparagraph to this Article:

“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05.”

Page 587 Article 701.20(b). Delete “TRAFFIC CONTROL AND PROTECTION 701400;” from the first paragraph.

- Page 588 Article 701.20. Add the following subparagraph to this Article.
 “(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06.”
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete “5.65 (TY III)”, and add to the maximum cement factor for Class PC Concrete “7.05 (TY III)”.
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete “335 (TY III)”, and add to the maximum cement factor for Class PC Concrete “418 (TY III)”.
- Page 809 Article 1030.05. Revise the subparagraph “(a) Quality Assurance by the Engineer.” to read “(e) Quality Assurance by the Engineer.”.
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise “(300 μm)” to “(600 μm)”.
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise “ASTM D 4894” to “ASTM D 4895”.
- Page 1076 In the Index of Pay Items delete the pay item “BITUMINOUS SURFACE REMOVAL – BUTT JOINT”.
- Page 1081 In the Index of Pay Items add “Section 406, HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, Page 207”.

IMPACT ATTENUATORS (BDE)

Effective: November 1, 2003

Revised: January 1, 2007

Description. This work shall consist of furnishing and installing impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

Item	Article/Section
(a) Fine Aggregate (Note 1).....	1003.01
(b) Steel Posts, Structural Shapes, and Plates	1006.04
(c) Rail Elements, End Section Plates, and Splice Plates	1006.25
(d) Bolts, Nuts, Washers and Hardware	1006.25
(e) Hollow Structural Tubing	1006.27(b)
(f) Wood Posts and Wood Blockouts.....	1007.01, 1007.02, 1007.06
(g) Preservative Treatment.....	1007.12

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

General. Impact attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list. Fully redirective and partially redirective attenuators shall also be designed for bi-directional impacts.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage. For sand modules, the perimeter of each module and the specified weight (mass) of sand in each module shall be painted on the surface of the base.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work, will be paid for at the contract unit price per each for IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS (FULLY REDIRECTIVE, RESETTABLE); IMPACT ATTENUATORS (SEVERE USE, NARROW); IMPACT ATTENUATORS (SEVERE USE, WIDE); IMPACT ATTENUATORS (PARTIALLY REDIRECTIVE); or IMPACT ATTENUATORS (NON-REDIRECTIVE), of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment.

Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

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

Effective: April 2, 2004

Revised: January 1, 2007

Description. At the bidder's option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form shall make this contract exempt of steel cost adjustments.

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

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

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

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

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

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

$$SCA = Q \times D$$

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

$$D = CBP_M - CBP_L$$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per 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 CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

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

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

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

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 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 form with his/her bid. Failure to submit the form shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

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

Yes No

Signature: _____ **Date:** _____

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

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage.....	3
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor.....	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects.....	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

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

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

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

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

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.