

# **BID PROPOSAL INSTRUCTIONS**

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

## **PREQUALIFICATION**

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

## **WHO CAN BID ?**

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

## **REQUESTS FOR AUTHORIZATION TO BID**

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

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

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

## **ABOUT AUTHORIZATION TO BID**

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

## **ADDENDA AND REVISIONS**

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

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

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

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

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

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or [Timothy.Garman@illinois.gov](mailto:Timothy.Garman@illinois.gov).

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

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

## **BID SUBMITTAL CHECKLIST**

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: The **Illinois Office Affidavit** (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

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

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

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

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

**QUESTIONS: pre-letting up to execution of the contract**

Contractor pre-qualification .....	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) .....	217-785-4611
Contracts, Bids, Letting process or Internet downloads .....	217-782-7806
Estimates Unit.....	217-785-3483
Aeronautics.....	217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources).....	217-782-6302

**QUESTIONS: following contract execution**

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

# 138

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting February 28, 2014

**NOTICE TO PROSPECTIVE BIDDERS**

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 60I34  
COOK County  
Section 2009-087I  
Various Routes  
Project ACCM-000S(860)  
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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**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. 60I34  
COOK County  
Section 2009-087I  
Project ACCM-000S(860)  
Various Routes  
District 1 Construction Funds**

**Integrating video and data systems for sharing video and incident management information between District One headquarters and the Illinois State Police.**

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

**RETURN WITH BID**

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

<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 bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

<b>Attach Cashier's Check or Certified Check Here</b>	
In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.	
The proposal guaranty check will be found in the bid proposal for:	Item _____
	Section No. _____
	County _____

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination 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 will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
10. **The services of a subcontractor will be used.**

Check box Yes   
 Check box No

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

\_\_\_\_\_

\_\_\_\_\_



ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 60134

State Job # - C-91-021-10

County Name - COOK--

Code - 31 - -

District - 1 - -

Section Number - 2009-0871

Project Number  
 ACCM-000S/860/

Route  
 VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX006614	MOD CABINET EQUIP APP	EACH	1.000				
X0322920	COMM CABINET & EQUIP	EACH	1.000				
X0327323	ELECT WORK IDOT ETP	L SUM	1.000				
X0327324	ELECT WORK IDOT BLD E	L SUM	1.000				
X0327328	ELECT WORK ISP D CHI	L SUM	1.000				
X0327331	FIB CONN IDOT D R CAB	L SUM	1.000				
X0327338	MICROWV L 3 ETP DR	L SUM	1.000				
X0327339	MONOPOLE 100 FT MH	EACH	1.000				
X0327342	VIDEO WALL UPGRD D 1	L SUM	1.000				
X0327343	VIDEO WALL UPGRD TSC	L SUM	1.000				
X0327345	WORKSTATION FURN D 1	L SUM	1.000				
X0327561	BUDG ALLOW CCTV INTGR	L SUM	1.000				
X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
X8710036	FIB OPT CBL 12F SM	FOOT	665.000				
Z0076600	TRAINEES	HOOR	1,000.000		0.800		800.000

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 60134

State Job # - C-91-021-10

County Name - COOK--

Code - 31 - -

District - 1 - -

Section Number - 2009-0871

Project Number  
 ACCM-000S/860/

Route  
 VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0076604	TRAINEES TPG	HOUR	1,000.000		15.000		15,000.000
67100100	MOBILIZATION	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				
81028720	UNDRGRD C CNC 1	FOOT	150.000				
81702450	EC C XLP USE 3-1C 10	FOOT	150.000				
87900100	DRILL EX FOUNDATION	EACH	1.000				
87900200	DRILL EX HANDHOLE	EACH	1.000				



## RETURN WITH BID

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

#### **I. GENERAL**

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### **II. ASSURANCES**

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

##### **A. Conflicts of Interest**

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

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

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

### **D. Revolving Door Prohibition**

Section 50-30. Revolving door prohibition.

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

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

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

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

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

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

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

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

### **E. Section 42 of the Environmental Protection Act**

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

### **F. Educational Loan**

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

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

### **G. Bid-Rigging/Bid Rotating**

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

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

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

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

## RETURN WITH BID

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.

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

### **H. International Anti-Boycott**

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

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

### **I. Drug Free Workplace**

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

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

### **J. Disclosure of Business Operations in Iran**

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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



## RETURN WITH BID

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

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training 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**

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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.

**RETURN WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

Name and address of person: \_\_\_\_\_  
All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## RETURN 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 bidder further certifies that the Department has received the disclosure forms for each bid.

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

(Note: Only one set of forms needs to be completed 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 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

## RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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 State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH BID**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

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(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 State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

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3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or 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 two times the salary of the Governor? Yes \_\_\_ No \_\_\_

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(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 \_\_\_

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(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

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(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 \_\_\_

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(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

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(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_ No \_\_\_

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**RETURN WITH BID**

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

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(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 \_\_\_

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(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 \_\_\_

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**3. Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_  
Signature of Individual or Authorized Representative Date

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, 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.**

\_\_\_\_\_  
Signature of Authorized Representative Date

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



RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial 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 Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

## **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. 60134  
COOK County  
Section 2009-0871  
Project ACCM-000S(860)  
Various Routes  
District 1 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. 60134  
COOK County  
Section 2009-0871  
Project ACCM-000S(860)  
Various Routes  
District 1 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 \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) 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.



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on \_\_\_\_\_ and shall be valid until \_\_\_\_\_ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_  
(Name of Notary Public)

by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) 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.

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Electronic Bid Bond ID #	Company/Bidder Name	Signature and Title
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This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.





Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_

(Name of Notary Public)

(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal 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 \_\_\_\_\_

**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

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

**(4) Assurance**

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

Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises      **Local Let Projects**  
2300 South Dirksen Parkway                Submit forms to the  
Springfield, Illinois 62764                Local Agency



# 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. 60134  
COOK County  
Section 2009-087I  
Project ACCM-000S(860)  
Various Routes  
District 1 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

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

### **E. Section 42 of the Environmental Protection Act**

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

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		
Name of Subcontracting Company		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		
Authorized Officer	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	Date



**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

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

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

**B. Financial Interests and Conflicts of Interest**

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

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

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

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

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

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

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

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

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

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

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

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

If the answer to each of the above questions is "NO", then the **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.

## RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all 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.**

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
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 State Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

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(b) State employment of spouse, father, mother, son, or daughter, including contractual employment 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 State Toll Highway Authority?  
Yes \_\_\_ No \_\_\_

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

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(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  
Yes \_\_\_ No \_\_\_

---

**RETURN WITH SUBCONTRACT**

(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 \_\_\_

**3 Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, 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 SUBCONTRACTOR listed on the previous page.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. February 28, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 60I34  
COOK County  
Section 2009-087I  
Project ACCM-000S(860)  
Various Routes  
District 1 Construction Funds**

**Integrating video and data systems for sharing video and incident management information between District One headquarters and the Illinois State Police.**

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

By Order of the  
Illinois Department of Transportation

Ann L. Schneider,  
Secretary



INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.	Page No.
101 Definition of Terms .....	1
102 Advertisement, Bidding, Award, and Contract Execution .....	2
105 Control of Work .....	3
106 Control of Materials .....	5
107 Legal Regulations and Responsibility to Public .....	6
108 Prosecution and Progress .....	14
109 Measurement and Payment .....	15
202 Earth and Rock Excavation .....	17
211 Topsoil and Compost .....	18
253 Planting Woody Plants .....	19
280 Temporary Erosion and Sediment Control .....	21
312 Stabilized Subbase .....	22
406 Hot-Mix Asphalt Binder and Surface Course .....	23
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	26
420 Portland Cement Concrete Pavement .....	30
424 Portland Cement Concrete Sidewalk .....	32
440 Removal of Existing Pavement and Appurtenances .....	33
503 Concrete Structures .....	34
504 Precast Concrete Structures .....	37
506 Cleaning and Painting New Steel Structures .....	38
512 Piling .....	39
516 Drilled Shafts .....	40
521 Bearings .....	41
540 Box Culverts .....	42
588 Bridge Relief Joint System .....	43
589 Elastic Joint Sealer .....	45
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction .....	46
603 Adjusting Frames and Grates of Drainage and Utility Structures .....	47
606 Concrete Gutter, Curb, Median, and Paved Ditch .....	49
610 Shoulder Inlets with Curb .....	50
639 Precast Prestressed Concrete Sight Screen .....	51
642 Shoulder Rumble Strips .....	52
643 Impact Attenuators .....	53
644 High Tension Cable Median Barrier .....	55
701 Work Zone Traffic Control and Protection .....	57
706 Impact Attenuators, Temporary .....	60
707 Movable Traffic Barrier .....	63
708 Temporary Water Filled Barrier .....	65
730 Wood Sign Support .....	67
780 Pavement Striping .....	68
860 Master Controller .....	73
1001 Cement .....	74
1003 Fine Aggregates .....	75
1004 Coarse Aggregates .....	77
1006 Metals .....	81
1011 Mineral Filler .....	83
1017 Packaged, Dry, Combined Materials for Mortar .....	84
1018 Packaged Rapid Hardening Mortar or Concrete .....	85
1019 Controlled Low-Strength Material .....	86

Various Routes  
Project ACCM-000S (860)  
Section 2009-0871  
Cook County  
Contract 60134

1020	Portland Cement Concrete .....	87
1024	Grout and Nonshrink Grout .....	126
1030	Hot-Mix Asphalt .....	127
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain .....	132
1042	Precast Concrete Products .....	133
1070	Foundation and Breakaway Devices .....	134
1073	Controller .....	135
1081	Materials for Planting .....	136
1082	Preformed Bearing Pads .....	137
1083	Elastomeric Bearings .....	138
1095	Pavement Markings .....	139
1101	General Equipment .....	142
1102	Hot-Mix Asphalt Equipment .....	144
1105	Pavement Marking Equipment .....	146
1106	Work Zone Traffic Control Devices .....	147

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. 1-1-10) .....	149
2 X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	152
3 X EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	153
4 Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) ...	163
5 Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13) .....	168
6 Asbestos Bearing Pad Removal (Eff. 11-1-03) .....	173
7 Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) ...	174
8 Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	175
9 Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	176
10 Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	179
11 Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	182
12 Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	184
13 Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) .....	188
14 Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) .....	190
15 PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	191
16 Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	193
17 Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	194
18 PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	196
19 Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	197
20 Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) .....	198
21 Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) .....	202
22 Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	204
23 Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	206
24 Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	208
25 Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	209
26 English Substitution of Metric Bolts (Eff. 7-1-96) .....	210
27 English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	211
28 Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13) .....	212
29 Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13) .....	213
30 Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14) .....	216
31 X Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14) .....	224
32 Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07) .....	240
33 Pavement Marking Removal (Eff. 4-1-09) .....	242
34 Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12) .....	243
35 Preventive Maintenance – Cape Seal (Eff. 1-1-09) (Rev. 1-1-12) .....	249
36 Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12) .....	264
37 Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12) .....	275
38 Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14) .....	285
39 Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12) .....	286

## TABLE OF CONTENTS

LOCATION OF PROJECT .....	1
DESCRIPTION OF IMPROVEMENT .....	1
TRAFFIC CONTROL PLAN .....	2
VANDALISM .....	3
COMMUNICATIONS CABINET AND EQUIPMENT .....	3
MODIFY EXISTING CABINET EQUIPMENT AND APPURTENANCES .....	6
CCTV CONTROL SYSTEM .....	7
CCTV INTEGRATION .....	14
FIBER OPTIC WORK .....	14
MICROWAVE SYSTEMS .....	20
MONOPOLE, 100 FOOT MOUNTING HEIGHT .....	34
VIDEO WALL UPGRADES .....	36
WORKSTATION FURNITURE .....	40
GENERAL ELECTRICAL REQUIREMENTS .....	48
EXPOSED RACEWAYS (D-1) .....	60
UNDERGROUND RACEWAYS (D-1) .....	64
UNIT DUCT (D-1) .....	65
WIRE AND CABLE (D-1) .....	66
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE) .....	68
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) .....	70
PAYROLLS AND PAYROLL RECORDS (BDE) .....	80
PORTLAND CEMENT CONCRETE EQUIPMENT (BDE) .....	82
PROGRESS PAYMENTS (BDE) .....	82
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE) .....	83
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE) .....	83
REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE) .....	87
TRACKING THE USE OF PESTICIDES (BDE) .....	88
TRAINING SPECIAL PROVISIONS (BDE) .....	89
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG) .....	91
WEEKLY DBE TRUCKING REPORTS (BDE) .....	93
WORKING DAYS (BDE) .....	94

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)..... 94

**STATE OF ILLINOIS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012; the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions, indicated on the Check Sheet included herein; which apply to and govern the construction of Various Routes, Project ACCM-000S(860), Section 2009-0871, Cook County, Contract 60I34, within Various Counties and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

Various Routes  
Project CM-000S (860)  
Section 2009-0871  
Cook County  
Contract No. 60I34

**LOCATION OF PROJECT**

This project is located at the following site locations and facilities within District One:

<u>Site No.</u>	<u>Location Description</u>	<u>Address</u>	<u>County</u>
1	IDOT District 1 Headquarters	201 W. Center Ct, Schaumburg	Cook
2	IDOT Traffic Systems Center	445 Harrison St., Oak Park	Cook
3	IDOT Emergency Traffic Patrol	3501 S. Normal Ave., Chicago	Cook
4	Proposed Communications Cabinet	SW Corner Dan Ryan & 33 <sup>rd</sup> St., Chicago	Cook
5	ISP District Chicago	9511 W. Harrison St., Des Plaines	Cook
6	IDOT Building E	Junction of Kennedy & Edens Expressway, Chicago	Cook
7	IDOT Building A	Junction of Kennedy Expressway & Ohio Street, Chicago	Cook

**DESCRIPTION OF IMPROVEMENT**

The project consists of improvements at various locations within IDOT District 1 (D1) to enable IDOT to share Internet Protocol (IP) video data from IDOT D1 CCTV cameras with the Illinois State Police (ISP) and the IDOT Emergency Traffic Patrol (ETP). Improvements include fiber optic cable, IP switches, video decoding software, computer workstations, LCD monitors, microwave link and miscellaneous upgrades to provide video sharing and viewing capabilities at ISP District Chicago (Des Plaines), IDOT ETP, and IDOT District 1 Headquarters.

## **TRAFFIC CONTROL PLAN**

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

Special attention is called to Section 701, Article 107.09 & 107.14 of the Standard Specification and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic, Illinois State Police and contracted Resident Engineer at least 72 hours in advance of beginning work.

**STANDARDS:** 701601, 701901, TC-17.

### **KEEPING THE EXPRESSWAY OPEN TO TRAFFIC**

Whenever work is in progress on or adjacent to an expressway, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151) twenty-four (24) hours in advance of all daily lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways in District One. This advance notification is calculated based on workweek of Monday through Friday and shall not include weekends or Holidays.

Shoulder closures or partial ramp closures (per attached TC-17) will not be permitted on weekdays (Monday thru Friday) from 5:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 7:00 p.m. Lane closures and full ramp closures are not permitted during the day. Exact hours, if needed, will be determined by the expressway traffic Operations Engineer.

All daily lane closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer.

Additional lane closure hour restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

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

## **VANDALISM**

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), ILLINOIS STATE TOLL HIGHWAY AUTHORITY (ISTHA) AND ILLINOIS STATE POLICE (ISP) shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage. This shall be considered incidental to the contract.

## **COMMUNICATIONS CABINET AND EQUIPMENT**

**Description.** The communications cabinet and equipment provides space to mount, secure, and interface electronic equipment in a non-protected, outdoor environment.

**Materials.** The Contractor shall furnish a ground-mounted equipment cabinet and concrete foundation with the following characteristics:

The cabinet shall be a NEMA 3-R enclosure suitable for outdoor mounting. The enclosure shall meet or exceed the requirements of NEMA 3-R and shall be U.L. listed. The cabinet and doors shall be constructed from 304 stainless steel with a minimum thickness of 14 gauge. The Heliarc welding method shall be utilized for all external welds. The Wire Welding method shall be utilized for all internal welds. All welds shall be neatly formed and free of cracks, blowholes and other irregularities.

The cabinet shall be equipped with two doors. All inside and outside edges of the cabinet shall be free of burrs and the cabinet shall be designed with a crowned top to prevent the accumulation of water on the top surface. The door openings shall be double flanged on all (4) sides for increased strength.



The nominal size of the cabinet shall be as indicated in the Plans. The internal compartment shall be equipped with two 19 in. (482 mm wide) rack mount assemblies, which will be utilized for installing equipment. These rack mount assemblies shall come equipped with pre-drilled 10-32 holes with EIA-standard spacing for both front and rear access of the assembly. The rack shall accommodate a minimum total of 34U (59.5") of vertical equipment. All rack components, excluding handles, hinges or other components made from corrosion-resistant materials or furnished with a plated or anodized coating, shall be fabricated from a steel of 20 gauge minimum, and primed and painted using an electro statically applied polyester or enamel coating after welding is completed. Equipment racks shall be equipped with all hardware required to mount standard 19" rack mounted equipment. The door opening shall be a minimum of 80% of the front surface area. The door shall be furnished with a gasket that meets or exceeds the physical requirements of UL508-Table 21.1. The gasket shall form a weather tight seal between the cabinet and door. The closed door will be flush with the side(s) of the enclosure. The hinges shall be continuous and bolted to the cabinet and door utilizing 1/4-20 stainless steel carriage bolts and nylock nuts. The hinges shall be made of 0.93 in. (24 mm) thick aluminum and shall have a 0.25 in. (6 mm) diameter stainless steel hinge pin. The hinge pin shall be capped at the top and bottom by a weld, which shall render it tamper resistant. Hinge leaves shall not be exposed externally when the door is closed.

The latching mechanism shall be a 3-point draw roller type using an overlapping door design. Pushrods will be turned edgewise at the outward supports and shall be 0.25 in. by .75 in. (6 mm by 19 mm) metal, minimum. Rollers shall have a minimum diameter of 0.875 in. (22 mm) and shall be made of nylon. The center catch shall be fabricated from 0.187 in. (4.7 mm) metal, minimum. An operating handle shall be furnished for the door. The handle will be stainless steel with a 0.75 in. (19 mm) diameter shank. The latching handle shall have a provision for padlocking in the closed position. The cabinet shall be supplied with a Corbin #2 dead bolt lock or equal. The key shall be removable in the locked position only.

A heavy-duty pad-lock and key shall be provided for each door, which shall provide additional security over that provided by the standard handle assembly. All pad locks supplied for the project must use identical keys. Four sets of keys for the communications cabinet shall be provided to the Department.

The cabinet shall be provided with louvered vents in the front doors with a removable air filter. The louvers shall satisfy the NEMA rod entry test for 3R-ventilated enclosures. The filter will cover the vents and shall be held firmly in place with bottom and side brackets and a spring loaded upper clamp. Exhaust air will be vented out between the top of the cabinet and door. The exhaust area shall be a series of 0.12 in X 1.0 in (3 mm X 25 mm) rectangular holes. The ventilation plenum area shall be equipped with a removable plate with provisions for mounting a fan assembly.

Power Distribution. The power distribution section shall come complete with two 15 amp main circuit breakers. Circuit #1 shall be utilized to power the electronics equipment in the cabinet. Circuit #2 shall be utilized to power the heater and ventilation fans.

Surge Protector. A surge protector shall protect each leg of the primary power feed. This surge protector shall be installed as a precautionary measure against possible damage resulting from voltage surges on all incoming power lines. The 120 V AC single-phase surge protector shall incorporate a series choke at a maximum clamp voltage of 340 V at 20 KA with a 5 ns response. In addition, the surge protector shall have the capability of removing high-energy surges and shall block high-speed transients. The surge protector shall comply with the following specifications:

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

Ventilation Fan. The ventilation system shall consist of sufficient fans to produce a minimum of 450 cubic feet of air per minute. The ventilation shall be controlled via a thermostat. The thermostat shall have adjustable settings for fan on and off and threshold settings for the temperature alarms. The thermostat shall be set to turn on ventilation at 90° F (32 ° C) and turn it off at 73° F (23 °C).

Heater. The heating system shall consist of one or more heavy-duty radiant heaters sufficient to produce a minimum of 1,700 BTU per hour. The heaters shall be equipped with an adjustable thermostat, which shall initially be set to activate the heaters whenever cabinet temperature falls below 39°F (4 °C) and turn-off at 45°F (7 °C).

## **Construction Requirements**

General. The Contractor shall install conduit and fabricate a foundation for the cabinet in accordance with the Plans.

The Contractor shall secure the cabinet to the foundation and seal the interface between the slab and the cabinet with weatherproofing caulk.

The Contractor shall install all electrical components and connect the cabinet to the electrical service point as indicated in the Plans. The Contractor shall install the fiber optic termination panels in the cabinet as indicated on the Plans.

The Contractor shall power up the cabinet and verify the performance of all components. This shall include demonstrating the operation of the fans and heaters, and verification of all power distribution circuits.

Warranty. The Contractor shall warranty all materials and workmanship including labor for a period of two years after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. The warranty shall warrant and guarantee repair of the component parts of the Communications Cabinet and Equipment furnished by the Contractor that prove to be defective in workmanship and materials during the first two years of operation as defined and noted above at no additional cost to the Department.

The Engineer will notify the Contractor that a warranted item needs repair. The Contractor shall acknowledge the notification within 24 hours and replace or correct any part or parts of materials and equipment that are found defective within the two-year in-service warranty period. All items needing repair shall be returned to the Department in two weeks from the date of receipt at the Contractor's facility or replaced in-kind by the Contractor, and the Contractor shall be responsible for any return shipping costs. No compensation will be made to the Contractor for such replacements or corrections.

The Contractor shall provide a warranty certificate for this item and its related components to the Department. The Department reserves the right to transfer this service to other parties who may be contracted with in order to provide overall maintenance of this item.

**Method of Measurement.** The communications cabinet and equipment will be measured as each cabinet installed and tested.

**Basis of Payment.** Payment for the COMMUNICATIONS CABINET AND EQUIPMENT shall be paid for at the unit price for each cabinet installed and tested.

## **MODIFY EXISTING CABINET EQUIPMENT AND APPURTENANCES**

**Description.** This item shall consist of modifying an existing surveillance cabinet to provide a new branch circuit to power a proposed communications cabinet, at the location shown on the drawings.

**Materials.** This work shall include all materials, labor, and equipment necessary to add a new circuit breaker, power distribution blocks, upgrade service wiring, upgrade service disconnect breaker and make all required electrical connections. See drawings for more information.

**Construction.** All new and revised circuits and wiring shall be labeled with circuit identification markers. Proposed conduit shall be routed into the existing controller base by drilling the concrete foundation, drilling shall be paid for separately.

Proposed modifications will result in a power outage to the existing cabinet, this outage shall not exceed 6 hours. The contractor shall coordinate outage with IDOT prior to starting this work.

All work shall be in accordance with Section 811, 817, 825, 1066 and 1068 in the Standard Specifications.

This work shall be constructed and installed as show on the drawings.

**Method of Measurement.** Modifying the existing cabinet equipment and appurtenances will be measured as each cabinet modified.

**Basis of Payment.** Payment for MODIFY EXISTING CABINET EQUIPMENT AND APPURTENANCES shall be paid for at the contract unit price each which shall be payment in full for all work listed herein or as directed by the Owner.

## **CCTV CONTROL SYSTEM**

**Description.** The work includes upgrades at remote sites to enable Illinois State Police headquarters (District Chicago), Cook County Sheriff and IDOT Emergency Traffic Patrol (ETP) to have access (viewing only, no pan-tilt-zoom (ptz) control) to all of IDOT's traffic cameras. All locations shall be able to view up to four cameras at one time. Work at the remote sites include installing new equipment such as computer workstations, video decoders, auxiliary display monitors, Ethernet switches, routers, multiplexers, network/video cabling, etc.

**Submittals.** The Contractor shall assemble and submit a complete and detailed description of the system including the proposed equipment, system interconnects, and software.

At the preconstruction meeting, the contractor shall at a minimum identify the following:

Video decoder manufacturer and Ethernet switch/router manufacturer.

The system submittal package shall be complete and shall document compliance with all specified system requirements. It shall include product data of all manufactured components, interconnecting cabling, accessories and appurtenances. It shall include dimensioned shop drawings of any fabricated equipment and sub-assemblies (such as equipment rack layouts). The submittal shall include overall system diagrams and detailed interconnection diagrams for all parts of the system. The submittal package shall identify the details of non-equipment requirements of the system, such as specified maintenance training, and it shall include letters of commitment relative to specified extended maintenance support of key vendor items as specified. As a minimum, the submittal package shall include, but not be limited to:

1. System installation schedule
2. System hardware, complete
3. Fiber Optic Transceivers & other fiber optic hardware
4. Video Decoders
5. Video Monitors
6. Video Workstation equipment and software licenses
7. Power Supplies and associated appurtenances
8. Equipment racks associated appurtenances
9. All interconnecting power, signal and control cable, connectors and appurtenances
10. All mounting accessories and hardware
11. Overall System Diagram
12. Sub-System Location Diagrams
13. Point-to-Point Interconnection Diagrams
14. Dimensioned Rack Layout Drawings
15. All installation and maintenance manuals or a schedule to provide them
16. Shop Floor Testing Plan, location and interconnection details
17. Video and Communications Maintenance Training Plans
18. Documentation of Extended Warranty provisions, as specified
19. Plan for providing specified documentation
20. Cable Tray Schedule for submitting Test Plans

**Products.**

Video Surveillance Control and Management System

A 360 Cameleon ITS Client license shall be provided with each workstation.

Manufacturer:

1. Standard of Acceptance: Cameleon ITS Version 4 Control and Management System by ICx 360 Surveillance, Inc.
2. Contacts: Mark Brown (250) 388-7232 mark.brown@icxt.com.

Computer Work Station

Manufacturer: Dell or approved equal.

General Specifications: Minimum system requirements:

CPU	Intel Xenon W3550 @ 3 Ghz
Installed Memory	6 GB DDR3 ECC SDRAM
Hard Drive	500 GB SATA, 7.2KRPM with 8MB Data Burst Cache
Video Card	Dual 1 GB PCIe x 16 NVIDIA Quadro 600 Quad Monitor DVI + 2DP
Operating System	Windows 7 Professional
Case	Tower or Mid-Tower Case
Dimensions	W: 6.73 in H: 17.64 in D: 18.54 in (Approx.)
Power Supply	875W (Approx.)
Ports	6 USB 2.0, 1 Serial, 1 Parallel, 2 PS/2, 1 RJ-45, 1 ESATA, Stereo Line In and Out
Expansion Slots	2 PCI-e x 16 Slots Wire as x 8, 2 PCI-e x 16 Gen 2 (150W each), 1 PCIX 64 bit
DVD	16X DVA+/- RW Data Only
Keyboard	Full size
Mouse	USB 2 Button Optical Mouse with Scroll
Monitors (2)	2- Flat panel, 21.5", 16:9 ratio, antiglare, 1920x1080 at 60Hz, <3ms response time.
Monitor Stand	The lift stands shall lift two monitor displays on a single base while providing five inches of height adjustment. Manufacturer: Ergotron, or approved equal

Video Decoders

Manufacturer:

Jupiter Systems; Model SVS-8 SAM.

Auxiliary Display Monitor

Section includes: Auxiliary Display Monitor.

Manufacturer:

Specifications		SMT-3211
Picture	Screen Size	32"
	Resolution	1920 x 1080 pixels
	Brightness (Typ.)	410 cd/m <sup>2</sup>
	Color Supported	16.7 Mil
Panel	Contrast Ratio	1,000:1
	Response Time (G to G)	8 msec
	Viewing Angle (H/V)	178°/178°
	Type	Internal
Video Signal		Analog RGB, DIV-D, Composite S-Video, Component Video
Sync. Signal		Separate H/V, Composite, SOG
Connector		D-Sub, RS232C Cable, DVI-D, USB 2.0, S-Video, CVBS Video, BNC
Power	Power Consumption	160W
	Power Consumption at Stand-By	<1W
	Power Supply	120V
Multimedia Speakers		10W x 2ch (Option)
Wall Mount	VESA Wall Mount Standard	Mounting Kit Available
Cabinet Color		Black
Physical Specifications	Product Weight (with/ without Stand)	47.0/35.4 lbs
	Dimension (w/o Stand)	30.7" x 18.9" x 4.2"
Environmental Conditions	Operating Temperature	50°F-104°F (10°C - 40°C)
Special Features		<ul style="list-style-type: none"> <li>- Anti-Image Retention</li> <li>- Matrix Video Wall</li> <li>- PIP/PBP</li> <li>- Safety Lock</li> <li>- Signal Balance</li> <li>- Vertical Input</li> <li>- External AC Devices</li> </ul>
Accessories		<ul style="list-style-type: none"> <li>- RCA RCA Adapter</li> <li>- Power Cord</li> <li>- Remote Controller</li> </ul>
Operation		Rated for 24/7 operation

Ethernet Switch

Manufacturer: Cisco Model 2960 or approved equal.

Environmental	Temperature:	0 to 40 °C (32 to 113 °F)
	Humidity	10% to 85% (non-condensing)
Backplane	10,100 Mbps full duplex	
Port Density	8	
Physical Characteristics	Weight (maximum)	3 pounds
	Dimensions (nominal)	1.73" x 8.1" x 10.6"; the equipment shall mount in a standard EIA 19-inch rack
Power	120VAC±10%; redundant power supplies (The power supplies shall be removable while the equipment is operating with no degradation.)	
Optical Interface	GBIC; single mode long haul and multimode short haul	
Link Power Budget	17 dB at 1310 nm; 8.3 μm fiber core	
Network Interface	Physical Connector	RJ-45
	Network Rates	10/100 MHz Ethernet
Regulatory Compliance	Safety UL Listed	UL 60950
	EMC	47 CFR (FCC) Part 15, Type A certification
	Environmental	GR-63-Core Network Equipment Building Standards
	Telecom	47 CFR (FCC) Part 68 compliance
Supported protocols	Ethernet	IEEE 802.3; 10BaseT
	Fast Ethernet	IEEE 802.3u; 100BaseTX
	Virtual LAN trunking/tagging	IEEE 802.1Q; IEEE 802.3ad
	Spanning Tree Protocol	IEEE 802.1D; IEEE 902.1w; and IEEE 802.1s
	Security	IEEE 802.1x

Optical Switch

Section includes: Optical switch for ISP District Chicago tower hut.

Manufacturer: Cisco or approved equal.

IDOT has a microwave repeater at ISP District Chicago. This repeater is only in-out and has no capability to connect the ISP facility to IDOT's network. The proposed switch shall connect in between the repeater radios to pull off a 100 Mbps fiber line into the ISP Building. The existing repeater line shall be fully operational throughout construction. The contractor shall coordinate and determine work required.

### RG-6 Coaxial Cable

Section includes: RG-6 Coaxial Cable and Cable Connectors.

Manufacturer: The coax cable shall be a Belden 1695A precision video cable, or approved equal complying with the following specifications. The center conductor shall be an 18 AWG, Solid Bare Copper conductor, the insulation shall be plenum rated foam FEP insulation, and the shield shall consist of an Aluminum Foil-Polyester outer shield with 100% shield coverage plus tinned copper Braid Shield with 95% shield coverage. Coaxial connectors shall be BNC or as required by the equipment to which the cables connect. The connectors shall attach to the cable by crimping or by a cord-grip clamping action. Connectors shall be plated for corrosion resistance and good electrical connections. All BNC connectors shall be physically designed to fit the specified cable without adaptation and shall have a characteristic impedance of 75 ohms. Connectors with a characteristic impedance of 50 ohms are not acceptable and shall be replaced by the Contractor at no additional cost to the State.

The connectors shall be Amphenol part number 31-70000 or approved equal.

### Cat-6 Ethernet Cable

Section includes: Cat-6 Ethernet Cable Connectors.

Manufacturer: The cable shall be Belden part number 1874A or approved equal. The terminations shall be crimp-on RJ-45, Ideal Industries 85-396 or approved equal.



Fiber Optic Multiplexer

Manufacturer: Optimux-45 Model OP-45B-8X-48 or approved equal.

Main & Backup Links	Data Range (T3)	44.736 Mbps
Electrical Interface	DC Power Module	-48 VDC
	Standards	G.703, G.824
	Line Code	B3ZS
	Impedance	75Ω, unbalanced
	Range	According to ITU-T Rec. G.703
	Connectors	Two shielded BNC connectors
Tributary Channels	Interface Type	Balanced or unbalanced (according to order)
	Number of Channels	E1: 6 T1:8
	Standards	G.703, G.823, G.824
	Date Rate	E1: 2.048 Mbps T1: 1.544 Mbps
	Line Code	E1: HDB3 or AMI T1: B8ZS or AMI
	Impedance	E1: 120Ω, balanced or 75Ω, unbalanced T1: 100Ω, unbalanced
	Range	According to ITU-T Rec. G.703
	Jitter	E1: According to ITU-T G.823; T1: According to ITU-T Rec. G.703
	Connectors	Balanced: Shielded RJ-45 Unbalanced: Two shielded mini-BNC
Supervisory and Management Ports	Control Port	Interface: RS-232 Connector: DB-9
	Ethernet Port	Interface: 10BaseT Connector: RJ-45

**Execution.**

Installation Qualifications:

1. Installer shall be certified by the manufacturer as qualified to install, operate and maintain product(s) specified.
2. Install the system in accordance with the equipment manufacturers recommended procedures.

Commissioning

Manufacturer's Engineer shall be on site for configuration, commissioning assistance and owner turnover. Manufacturer's Engineer shall be available for min. of 5 workdays (8hrs/day) including travel, lodging and meal expenses for Engineer.

User/Owner Training: Manufacturer shall provide training course for users consisting of min. of 3 working days (8hrs/day) including travel, lodging and meal expenses for Training Technician.

## **Site Work Descriptions**

### **Electrical Work, IDOT ETP**

Furnish and install:

- Computer Work Station Type A, including monitors, keyboard and mouse
- 360 surveillance Cameleon ITS Client software license
- Video decoder
- (2) 32" auxiliary display monitors including all required mounting hardware
- Cat-6 cabling
- RG-6 coax cabling
- (2) new 20A-120V circuits in existing electrical panel including all wiring, conduit, junction boxes, fittings, anchors, mounting hardware and receptacles

### **Electrical Work, IDOT Building E**

This item shall consist of upgrading an existing SONET node at IDOT Building E as shown on the Drawings. The existing SONET currently takes fiber optic backbone running eastward down the Kennedy Expressway and connects it to IDOT District One Headquarters via microwave transmission. IDOT also has fiber line at Building E running westward to IDOT Headquarters that can be used as alternate path; however current mode of operation for a transfer from microwave to fiber path in the event of a microwave transmission failure would have to be performed manually due to existing SONET configuration. This work shall include all labor, materials and equipment required for SONET to automatically switch over from primary microwave path to back up fiber path. The contractor shall coordinate and determine work required. The existing SONET shall be fully operational throughout construction.

### **Electrical Work, ISP District Chicago**

Furnish and install:

- (2) Computer Work Stations, Type A, with monitors, keyboard and mouse
- (2) 360 surveillance Cameleon ITS Client software licenses
- (2) Video decoders
- (3) 32" auxiliary display monitors and all required mounting hardware
- Network Ethernet switch
- Optical switch
- Cat-6 cabling
- RG-6 coax cabling

**Method of Measurement.** Work for each individual location shall be counted separately and measured as lump sum for payment when furnished, installed, connected, field tested and accepted.

**Basis of Payment.** Payment shall be made for each location as follows:

ELECTRICAL WORK, IDOT ETP  
ELECTRICAL WORK, IDOT BUILDING E  
ELECTRICAL WORK, ISP DISTRICT CHICAGO

## **CCTV INTEGRATION**

**Description.** This item shall consist of payment for work performed by a 3<sup>rd</sup> party vendor for work related to the integration of the video switchers, VGA switchers and 42" LCD monitors.

### **CONSTRUCTION REQUIREMENTS**

**General.** IDOT will provide the Contractor with the contact information for the 3rd party vendor. It shall be the Contractor's responsibility to contact the vendor to perform the integration work for the CCTV system. The work shall be as directed by IDOT.

**Method Of Payment.** The Contractor will be reimbursed to the exact amount of money as billed by the 3<sup>rd</sup> party vendor to provide the CCTV integration work. No extra compensation shall be paid to the Contractor.

For bidding purposes, this item shall be estimated as \$20,000.00

**Basis Of Payment.** This work will be paid for at the contract lump sum price for **BUDGETARY ALLOWANCE, CCTV INTEGRATION** which shall be reimbursement in full.

## **FIBER OPTIC WORK**

**Description.** This work includes furnishing/installing fiber optic cable and connecting various sites to IDOT's fiber optic network. This work includes all material, equipment and labor required such as cable installation, patch panels, splicing/terminating, testing, etc. to place two fibers at each site into operation. Contractor shall be responsible to determine and coordinate all work required, and as directed by the Engineer.

Other ancillary components, required to complete the fiber optic cable plant, including but not limited to, moisture and water sealants, cable caps, fan-out kits, etc., shall be supplied under these items for fiber optic cable and will not be paid for separately.

**Materials.** The single-mode, fiber optic cable shall incorporate a loose, buffer-tube design. The cable shall be qualified to the requirements of RUS 7 CFR1755.900 (PE-90) for a single sheathed, non-armored cable, and shall be new, unused and of current design and manufacture.

The cables shall use dispersion unshifted fibers. The optical and physical characteristics of the un-cabled fibers shall include:

Core Diameter 8.3  $\mu\text{m}$  (nominal)  
Numerical Aperture 0.14  
Zero Dispersion Wavelength 1300-1322 nm  
Zero Dispersion Slope 0.092 ps/(nm<sup>2</sup>\*km) (maximum)  
Cladding Diameter 125.0 $\pm$ 0.7 $\mu\text{m}$   
Core-Clad Concentricity 0.05 $\mu\text{m}$  maximum  
Cladding Non-Circularity 1% maximum  
Coating Diameter 245 $\pm$ 10  $\mu\text{m}$   
Coating-Cladding Concentricity 12  $\mu\text{m}$  maximum  
Mode Field Diameter 9.2 $\mu\text{m}$  $\pm$ 0.4 $\mu\text{m}$  at 1310nm  
Mode Field Diameter 10.4 $\mu\text{m}$  $\pm$ 0.5 $\mu\text{m}$  at 1550nm  
Dispersion 18.0 ps/(nm\*km) maximum at 1550nm

The number of fibers in each cable shall be as specified on the plans.

For cables with more than 12 fibers, the core construction shall consist of individual buffer tubes, each containing 12 fibers. These buffer tubes shall be stranded around a dielectric central strength member using a reverse oscillation process. For cables containing 12 fibers or less, the core shall use a unitube construction with either 6 or 12 fibers in a single tube.

The maximum attenuation of any cabled fiber shall not exceed 0.4 dB/km at 1310 nm and shall not exceed 0.3 dB/km at 1550 nm.

The cable shall be capable of withstanding a minimum-bending radius of 20 times its outer diameter during installation and 10 times its outer diameter during operation without changing the characteristics of the optical fibers.

The cable shall meet all of specified requirements under the following conditions:

Shipping/storage temperature: -58° F to +158° F (-50° C to +70° C) Installation temperature: -22° F to +158° F (-30° C to +70° C) Operating temperature: -40° F to +158° F (-40° C to +70° C) Relative humidity from 0% to 95%, non-condensing.

Optical Patch Cords and Pigtails. The optical patch cords and pigtails shall comply with the following:

- The optical patch cords furnished under this contract shall consist of a section of single fiber, jacketed cable equipped with optical connectors at both ends.
- The factory installed connector furnished as part of the optical patch cords and pigtails shall meet or exceed the requirements for approved connectors specified herein.
- The fiber portion of each patch cord and pigtail shall be a single, jacketed fiber with optical properties identical to the optical cable furnished under this contract.
- The twelve fiber single-mode fiber optic cable shall be installed as a pigtail with factory installed ST compatible connectors.
- The patch cords shall comply with Telcordia GR-326-CORE.

Connectors. The optical connectors shall comply with the following:

- All connectors will be factory installed ST compatible connectors. Field installed connectors shall not be allowed.
- Maximum attenuation 0.4dB, typical 0.2dB.
- No more than 0.2dB increase in attenuation after 1000 insertions.
- Attenuation of all connectors will be checked and recorded at the time of installation with an insertion test minimum 5 times checked with an OTDR.
- All fibers shall be connected at each end.
- All fibers shall terminate at a fiber patch panel.
- Unused fibers will be protected with a plastic cap to eliminate dust and moisture.
- Termination shall be facilitated by splicing factory OEM pigtailed on the end of the bare fiber utilizing the fusion splicing method. Pigtails shall be one meter in length.

### **Construction requirements.**

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

- A minimum of three (3) years experience in the installation of fiber optic cables, including fusion splicing, terminating and testing single mode fibers.
- Install two systems where fiber optic cables are outdoors in conduit and where the systems have been in continuous satisfactory operation for at least two years. The Contractor shall submit as proof, photographs or other supporting documents, and the names, addresses and telephone numbers of the operating personnel who can be contacted regarding the installed fiber optic systems.
- One fiber optic cable system (which may be one of the two in the preceding paragraph), which the Contractor can arrange for demonstration to the Department representatives and the Engineer.

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

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

Installation in Conduit. The Contractor shall provide a cable-pulling plan, identifying where the cable will enter the underground system and the direction of pull. This plan will address locations where the cable is pulled out of a handhole, coiled in a figure eight, and pulled back into the hand hole. The plan shall address the physical protection of the cable during installation and during periods of downtime. The cable-pulling plan shall be provided to the Engineer for review a minimum of 10 working days prior to the start of installation. The Engineer's review shall be for the operation on the freeway and does not include an endorsement of the proposed procedures. The Contractor is responsible for the technical adequacy of the proposed procedures.

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

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

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

To minimize the exposure of the backbone cable and to facilitate the longer lengths of fiber optic cable, the Contractor shall use a "blown cable" (pneumatically assisted) technique to place the fiber optic cable.

Construction Documentation Requirements. Installation Practices for Outdoor Fiber Optic Cable Systems:

The Contractor shall examine the proposed cable plant design. At least one month prior to starting installation of the fiber optic cable plant, the Contractor shall prepare and submit to the Engineer for review and approval, ten (10) copies of the Contractor's "Installation Practices for Outdoor Fiber Optic Cable Systems" manual. This manual shall address the Contractor's proposed practices covering all aspects of the fiber optic cable plant. This submittal shall include a fiber link budget, all proposed procedures, list of installation equipment, and splicing and test equipment. Test and quality control procedures shall be detailed as well as procedures for corrective action.

Operation and Maintenance Documentation. After the fiber optic cable plant has been installed, ten (10) complete sets of Operation and Maintenance Documentation shall be provided. The documentation shall, as a minimum, include the following:

- Complete and accurate as-built diagrams showing the entire fiber optic cable plant including locations of all splices.
- Final copies of all approved test procedures.
- Complete performance data of the cable plant showing the losses at each splice location and each terminal connector.
- Complete parts list including names of vendors.

Testing Requirements. The Contractor shall submit detailed test procedures for review by the Engineer. All fibers shall be tested bi-directionally end to end at both 1310 nm and 1550 nm with both an Optical Time Domain Reflectometer (OTDR) and a power meter and optical source. For testing, intermediate breakout fibers may be concatenated and tested end-to-end. Any discrepancies between the measured results and these specifications will be resolved to the satisfaction of the Engineer.

The Contractor shall provide the date, time and location of any tests required by this specification to the Engineer at least 5 days before performing the test. Upon completion of the cable installation, splicing, and termination, the Contractor shall test all fibers for continuity, events above 0.1 dB, and total attenuation of the cable. The test procedure shall be as follows:

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

The method of connectivity between the OTDR and the cable shall be a factory patch cord of a length equal to the "dead zone" of the OTDR. Optionally, the Technician can use a factory "fiber box" of 328 ft (100 m) minimum with no splices within the box. The tests shall be conducted at 1310 and 1550 nm for all fibers.

At the completion of the test, the Contractor shall provide two copies of documentation of the test results to the Project Engineer. The test documentation shall be submitted as both a bound copy and a CDROM and shall include the following:

**Cable & Fiber Identification:**

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

Test Results:

- A. OTDR Test Total Fiber Trace Splice Loss/Gain Events > 0.10 dB Measured Length (Cable Marking) Total Length (OTDR).

The OTDR test results file format must be Bellcore/Telcordia compliant according to GR-196-CORE Issue 2, OTDR Data Standard. -GR 196, Revision 1.0 -GR 196, Revision 1.1 -GR 196, Revision 2.0 (SR-4731).

- B. Optical Source/Power Meter Total Attenuation (dB/km).

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

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

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

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

Label the destination of each trunk cable onto the cable in each handhole, vault or cable termination panel.

Splicing Requirements. The Contractor shall be responsible to determine all splicing work required to provide connectivity to the specified sites. The Contractor shall submit detailed shop drawings of all proposed splices including detailed splicing tables.

Slack Storage of Fiber Optic Cables. As part of these items, slack fiber shall be supplied as necessary to allow splicing the fiber optic cables in a controlled environment, such as a splicing van or tent. After splicing has been completed, the slack fiber shall be stored underground in handholes or in the raised base adapters of ground mounted traffic controller cabinets.

Where identified on the plans, or as directed by the Engineer, additional lengths of fiber shall be stored, as maintenance coils. The aggregate lengths of the maintenance coils and the slack fiber will be used to repair and maintain the fiber optic cable.



Fiber optic cable shall be tagged inside handholes with yellow tape containing the text: "CAUTION - FIBER OPTIC CABLE." In addition, permanent tags, as approved by the engineer, shall be attached to all cable in a hand hole or other break-out environment. These tags shall be stainless steel, nominally 0.75" by 1.72", and permanently embossed. These tags shall be attached with stainless steel straps, and shall identify the cable number, the number of fibers, and the specific fiber count. Tags and straps shall be Panduit or approved equal.

**Method of Measurement.** The fiber optic cable of the number of fibers specified will be measured for payment as the number of linear feet of cable, including lengths stored as splicing slack and maintenance coils, actually furnished installed and tested. Connectivity to each site will be measured as lump sum for payment when work has been performed, connected, field tested and accepted.

**Basis of Payment.** Payment shall be made as follows:

Fiber Optic Cable  
Fiber Connectivity to IDOT Dan Ryan Cabinet

## **MICROWAVE SYSTEMS**

**Description.** The Contractor shall provide one (1) microwave system. The system shall be capable of carrying 45 Mbps or more of IP traffic between existing fiber access points to end user locations. Where applicable, the Contractor shall be responsible for all frequency coordination and Prior Coordination Notices (PCN's). Contractor shall provide path surveys and path reliability calculations demonstrating >99.999% availability.

### IDOT Emergency Traffic Patrol to monopole on Dan Ryan

This system is comprised of two independent links, for two independent networks, between a new equipment shelter to be located on the west side of the Dan Ryan Expressway south of 33<sup>rd</sup> Street and the Emergency Traffic Patrol (ETP) Center. The links shall be Monitored Hot Standby (MHSB) and will operate in the FCC Part 15 unlicensed 5.8 GHz band. Each link shall have the performance as specified.

At the Dan Ryan site the Contractor shall install antenna(s) on a new 100 ft. monopole and equipment rack inside a new cabinet. The radios shall be located in the cabinet and connected to the antenna via coaxial cable. The monopole and cabinet/cabinet foundation will be paid for separately.

At the ETP site the radios shall be rack mounted and connected to the antenna(s) via coaxial cable. In addition, the Contractor shall provide 10 foot long pipe mount to be attached to the side of the building for antenna placement, install a ground bar, and install a 4 inch coaxial cable entry port.

Each site will have 120 VAC available but the Contractor shall provide -48 VDC power.

## **Radio Specifications.**

Introduction: The equipment shall operate in the 5.8 GHz unlicensed band. The equipment shall provide advanced transport solutions for both TDM and packet-based data services.

Clause by Clause Compliance Statement: The Supplier shall furnish clause-by-clause compliance for each and every clause and sub-clause within this document. Where appropriate the Supplier should include detailed supporting information for each compliance / partial compliance.

The following terms shall be used in the preparation of a compliance statement:

**“FULLY COMPLIANT” Definition.** If the systems and functions offered fully meet the tender requirement.

**“PARTIALLY COMPLIANT” Definition.** If the systems and functions offered partially meet the tender requirement. The reason why the offer is partially compliant shall be stated. If the vendor is able to fulfill the specified requirement later, the time schedule for this shall also be stated. In such cases, the Supplier shall clearly mention the extent to which other requirements or specifications are affected.

**“NON-COMPLIANT” Definition.** If the systems and functions offered cannot meet the requirements, the Supplier shall also state the reasons for it.  
In case of absence or unclear statements of compliance for any specified requirement, that particular requirement will be interpreted as being “NON-COMPLIANT”.

MTBF: The terminal MTBF for the transmission system shall be not less than 30 years. Supplier shall provide measured field return data for the proposed equipment. Calculated MTBFs must be determined according to Bellcore methods TR332.

General Requirements: TL 9000 Compliance: The manufacturing facilities for microwave equipment shall be certified to the TL 9000 quality standard.

Product Lifetime and Support: The equipment shall have a lifetime of at least 10 years, and repair and return support shall be available throughout that period.

Point of Manufacture: Supplier shall state the location (city, state/province, country) where the proposed equipment is manufactured.

Technical Requirements:

Overview of Basic Requirements:

- All-indoor operation for FCC Part 15 unlicensed 5.8 GHz band
- Support 10 MHz channel bandwidth
- Ability to transport up to DS1 circuits in native state, pseudo-wire DS1's are not acceptable
- Ethernet airlink capacities at a minimum of 45 Mbps
- Software configurable DS1 traffic add/drop
- Comprehensive link, network and interface protection options.
- A protected (1+1) embedded Ethernet switch option with advanced QoS
- Adaptive modulation
- Secure network management
- 19" rack mounting.
- Operation from -48 VDC.

Frequency Band Coverage: The equipment shall be available for the following frequency bands:

Band (GHz)	Range (GHz)	T/R Spacing (MHz)
5.8	5.725 – 5.850 GHz	65

*Table 1 - Platform Frequency Band Coverage*

Capacity:

TDM Link Capacity: The equipment shall support the use of TDM circuits in native TDM state. Pseudo-wire TDM circuits are not acceptable. The radios shall provide access of up to 16 DS1 circuits on a single plug-in module.

Ethernet Link Capacity: When operating as an IP only radio in a 10 MHz RF channel the equipment shall provide the following aggregate bit rates measured at the user interface.

Modulation	Layer 2 1518 byte	Layer 2 64 byte
64 QAM Maximum Gain	38	37
64 QAM Maximum Throughput	41	40
256 QAM Maximum Gain	53	52
256 QAM Maximum Throughput	57	55

Modulation:

Modulation: The digital microwave equipment shall employ Adaptive Coding & Modulation (ACM) using 64 QAM and 256 QAM.

Channel Bandwidth: The radio shall use 10 MHz RF channels

Adaptive Coding and Modulation (ACM):

Modulation States: Adaptive modulation shall be supported over a minimum of four modulation states. The minimum and maximum allowed modulation state must be configurable. It must be possible to switch error-free between modulation states for Ethernet and TDM traffic.

Maximum Gain / Maximum Throughput: Adaptive coding shall support adjustment of the adaptive modulation states for maximum-throughput, or maximum-gain.

Documentation of ACM Implementation and Operation: The Supplier must explain its implementation of ACM. Explanations to include:

- a. The criteria used to switch to a lower modulation state and back.
- b. The effect of the coding options on system gain and throughput.
- c. The QoS awareness and prioritization options supported for Ethernet and/or PDH traffic for a change in modulation state.

Radio Performance Data to be Provided: The supplier shall provide guaranteed radio performance for each frequency band, for each channel bandwidth and modulation state. The data supplied and any supporting data must include:

- a. Transmitter output power
- b. Receiver threshold
- c. System gain
- d. Maximum receiver input level (error free)
- e. Manual transmitter power control range

Co and Adjacent Channel Interference Sensitivity: The Supplier shall state the threshold to interference (T/I) sensitivity for the equipment offered. The information shall be provided for all modulation/capacity options.

Equipment and Path Protection Requirements:

Transmit and Receive Protection Options: The equipment shall be Monitored Hot Standby (MHSB) protected.

Errorless Receive Switching: Receiver switching shall be errorless.

General Protection Requirements:

- a. All essential platform management and power supply functions shall be protected.
- b. Link transmitter and interface protection switching times shall be less than 200ms, including alarm detection, switch-over, and data recovery.
- c. A protection feature shall be used to guard against non-detected transmitter failures.

Radio Frequency Units:

Rack-Mountable: The indoor Radio Frequency Unit (RFU) shall be 19" rack-mountable for co-location with its indoor baseband unit (IDU).

Basic Requirements:

- a. Support frequency band 5.8 GHz
- b. RFU shall operate full duplex continuous duty cycle. Half duplex "ping pong" radios are not acceptable
- c. RFU shall be maximum 3 RMS
- d. RFU's shall be 1+1 protected using a low loss coaxial switch to switch between transmitters; and an unequal loss receiver splitter favoring the A side receiver by no less than 6.1 dB.
- e. Have industry-standard waveguide ports
- f. All connections between the RF tuning filters and RF port must be via waveguide. Use of low loss flex cable is not acceptable.
- g. Incorporate a filter-based ACU to support paired and non-paired frequency assignments.

Transmitter Power Output: The RFU transmitter shall meet or exceed the following power levels at the RFU antenna port.

Transmitter Power (dBm)	5.8 GHz
64 QAM Maximum Gain	27.5
64 QAM Maximum Throughput	25.5
256 QAM Maximum Gain	25.5
256 QAM Maximum Throughput	22.5

Receiver Sensitivity: The RFU receiver sensitivity at BER = 10E-6 shall meet or exceed the following power levels at the RFU antenna port.

Receiver Sensitivity A Side Receiver (dBm)	5.8 GHz
64 QAM Maximum Gain	-77.50
64 QAM Maximum Throughput	-76.75
256 QAM Maximum Gain	-71.75
256 QAM Maximum Throughput	-67.75

Receiver Sensitivity B Side Receiver (dBm)	5.8 GHz
64 QAM Maximum Gain	-71.40
64 QAM Maximum Throughput	-70.65
256 QAM Maximum Gain	-65.65
256 QAM Maximum Throughput	-61.65

ACU Expansion Port: The RFU ACU shall include an integral waveguide expansion ports for concatenating multiple T/R's onto a single waveguide.

Indoor Baseband Unit (IDU):

Basic Functionality: The IDU shall provide required traffic interfaces, service interfaces, IF interfaces for the RFU, and network management interfaces.

Basic Requirements:

- a. Support plug-in cards to provide required user interfaces. Cards should be hot-swappable for service and upgrade purposes.
- b. 19" rack mounting with a maximum of 2 RMS.
- c. DS1 interface shall have 1+1 protection using "Y" cables connected to the front of the radios and unterminated ends for connection to the punch down block or crossconnect panel.
- d. Ethernet interface shall have 1+1 protection using "Y" cables connected to the front of the radios and LC connections for connection to the switch or router.

Standards Compliance: The equipment shall comply with all relevant standards for EMC, radio frequency, link operation, safety, security, and transportation. Specific standards include:

- a. FCC part 15 for a Class A digital device for (EMC)
- b. UL 60950-1 for safety
- c. CFR 47, Part 101 for radio frequency
- d. GR-63-CORE, GR-1089-CORE, Level 3, for NEBS compliance.

Power Supply and Power Consumption: The equipment shall operate from a -48 VDC.

Reverse Voltage Protection: The equipment shall be protected against reverse voltage.

Power Consumption: The equipment must be energy efficient. The Supplier shall provide details of typical and maximum power consumptions.

User Interface Requirements:

DS1 Interfaces

Basic Requirements:

- a. Support for 127xDS1 on one IDU.
- b. Up to 16xDS1 ports per DS1 card.
- c. 120 ohm balanced ports with individual selection of AMI or B8ZS.
- d. Ethernet over NxDS1 mode to support transport of Ethernet data over legacy DS1 radios or leased-lines.
- e. Port and card redundancy.
- f. Compact interface connectors and cable sets, as options, for connection to punch-blocks or wire wrap terminations.
- g. A facility to set a looped or both-way BER test on a selected trib.
- h. AIS on out-tributary ports during link failure or BER test.
- i. DS1 interfaces shall be G.703 / G.824 compliant.

Ethernet Interface Option

Overview: The equipment shall incorporate a Layer 2 (L2) switch function for 10/100/1000Base-T/LX Ethernet traffic.

Basic Requirements:

- a. A programmable, non-blocking 1000 Mbps switching fabric with support for transparent, mixed and VLAN modes.
- b. Low latency. The Supplier to state 1-way link latencies for frame sizes from 64 to 1518 bytes.
- c. Programmable mapping of Ethernet traffic to radio or fiber links.
- d. A minimum of three RJ-45 ports for 10/100/1000Base-T, and two (2) GigE 1000Base-LX optical ports.
- e. The optical port shall be supported on an SFP, with SFP options for 850nm multi-mode, 1310nm single-mode, or 1310nm multi-mode.
- f. Synchronous Ethernet with clock sourcing and prioritization options.
- g. Active traffic shaping when operated with the adaptive modulation option.
- h. Comprehensive QoS policing and prioritization options (802.1p).
- i. VLAN tagging (802.1Q and 802.1Q-in-Q).
- j. Carrier-class RSTP (802.1d).
- k. Flow control through 802.3x pause-frame option.
- l. Jumbo frames to 7000 bytes bi-directional, and to 9600 bytes uni-directional.
- m. Comprehensive RMON and graphics-based performance indicators.

### Auxiliary Data Interface Requirements

#### Overview:

- a. Preference will be given to equipment that uses plug-in cards to provide auxiliary data service interfaces.
- b. Auxiliary data shall be transported in the radio overhead. It must not impact the configured radio payload.
- c. Not less than three auxiliary data service channels shall be configurable for each link installed on the equipment.

#### Basic Requirement:

- a. Multiple and configurable auxiliary ports for synchronous data to 64 kbit/s and/or asynchronous data to 19.2 kbps.
- b. Synchronous to TIA/EIA-422 / V.11, with internal or external clock selection.
- c. A selectable external clock phase (rising or dropping edge).
- d. Asynchronous to TIA/EIA-562 (electrically compatible with RS-232 / V.24).
- e. Asynchronous baud rates of 1200, 2400, 4800, 9600, or 19200bps with selectable start, data, parity, and stop options.

### External Alarm Interface Requirements

#### Overview:

- a. Preference will be given to equipment that uses plug-in cards to provide the required alarm interfaces.
- b. Alarm outputs are required to support export of internal alarm actions on relay interfaces.
- c. Alarm inputs are required to capture external alarm actions on TTL interfaces.
- d. Alarm inputs shall be map-able to alarm outputs.
- e. A programmable mapping capability shall be provided to select and direct internal equipment alarms and/or external alarm inputs from any node within the network to any other node or nodes within the network.
- f. Not less than three auxiliary data service channels shall be configurable for each link installed on the equipment.

#### Basic Requirements:

- a. Up to 6 TTL alarm inputs and up to 4 Form C relay outputs.
- b. Naming of individual alarm inputs and relay outputs.
- c. Assignment of a severity level on alarm inputs.
- d. Configurable input high, or input low selection for TTL alarm triggers.
- e. Nominal TTL input thresholds of 2V min high, and 0.8V min low.
- f. High voltage (spike) protection on TTL inputs.
- g. Capture of input state changes on the NMS alarm log.
- h. Alarm output relay configuration for energized on receipt of an alarm event, or de-energized on receipt.
- i. Access to normally closed and normally open contacts on the relay output.
- j. Capture of alarm output actions on the NMS event log.
- k. A minimum 50W rating on the relay contacts with voltages to 115V, or currents to 2A.



Platform Operation and Management

Overview: Through appropriate selection of plug-in cards, the platform shall enable practical and cost efficient solutions for:

- a. Simple links.
- b. Provisioning TDM links with Ethernet.
- c. Provisioning all-Ethernet links.

Capacity and Feature Licenses: The Supplier shall state if capacity and/or feature licenses apply and if so, provide details on such licensing.

Plug-in Cards Basic Requirements:

- a. There shall be programmable interconnection between the plug-in cards for traffic, services and management.
- b. Plug-in cards shall be hot-swappable.
- c. Replacement plug-in cards shall automatically assume the software configuration of the replaced card.

Software Stability:

- a. The software configuration of the platform and its services shall not be affected by power-off situations.
- b. The software configuration of the platform and its services shall be portable to other platforms.

TDM and Ethernet Traffic Support: The platform shall support native TDM and/or native Ethernet traffic over the radio links up to 1 Gbps. This represents the sum of the air-link capacities provided for Ethernet transport using multiple radio links.

Date/Time Configuration Capability Requirement: The platform shall have a date/time configuration capability with synchronization to the craft tool PC, to network time, or to an external time server using SNTP or NTP.

Equipment and Platform Redundancy: There shall be redundancy for essential platform power supply and management functions, and for any forced-air (fan) cooling.

Front Panel Indicators: The platform and its plug-in cards shall provide visible front-panel indications of operational status.

Loopback Requirement: The platform shall provide local and remote loop-back facilities with tributary and IF loopbacks as a minimum

### Environmental Requirements

Basic Requirements: The platform (IDU + RFU) shall operate to specification under ambient temperatures of 23° to 113° F, and 0% to 93% humidity (non-condensing).

The Supplier shall state the impact on operation when temperatures are outside those specified.

The platform shall operate to specification to altitudes of 10,000 ft.

### Platform Security Requirements

Overview: The platform shall support basic and strong security options.

Basic Security Requirement:

- a. Administration for access authorization and password setting.
- b. Engineering for read/write access.
- c. Operator for read-only access.

Strong Security Requirement: Strong Security shall provide three functions,

- a. Payload encryption
- b. Secure management access

Multiple Levels of Authorization: Strong security shall provide multiple levels of authorization for user access. These shall be made available as individual levels or in any combination. The levels shall support:

- a. Read.
- b. Control/diagnostic.
- c. File/software download.
- d. Configuration modification.
- e. Creating/managing accounts (User Administration).
- f. Encryption selection & Key management (Crypto Management).

Payload Encryption: Payload encryption shall prevent eavesdropping on radio links. Both the payload and the radio overheads including the NMS channel shall be encrypted.

- a. Operation shall be FIPS-197 compliant, and allow for independent enabling/disabling on each wireless link.
- b. The cipher suite shall include AES counter mode data encryption and CBC-MAC data integrity validation.
- c. 128, 192 and 256-bit symmetric keys shall be supported. The key agreement method used between each side of the link shall include measures to ensure only radios that belong to the group can negotiate an encryption key.
- d. Key change options shall specify the maximum time a particular key can be used. Key change shall be errorless.

Secure Management: Secure management access shall prevent unauthorized local and remote access to platform management and configuration. The protection provided shall prevent mechanized attacks.

Only secure versions of the management protocols shall be allowed to access the NMS port. This shall apply to physical connections and to software downloads.

- a. Physical connections shall be held secure using selectable encryption cipher suites. Suites should include:
  - CFB-AES-128
  - CFB-AES-192
  - CFB-AES-256
  - CBC-3DES
  - CBC-DES
- b. SNMPv3 shall be used to secure remote network management communications. HTTPS (or similar) shall be used to secure software downloads.
- c. All password storage, configuration data, event logs and performance data files on the radio shall be encrypted.
- d. There shall be support for complex password requirements.

#### Platform Software Maintenance Requirements

Overview: The platform shall support software version management for software upgrades.

Platform Craft Tool: The platform craft tool shall provide a means to source and save software upgrades and to download the software to the platform.

Basic Requirements (Options to be provided):

- a. Transfer and activate the new software.
- b. Transfer only.
- c. Activate transferred software.

Status Monitoring: During the download and activation the status of the process shall be indicated through to completion and confirmation.

Rollback to Prior Build: A facility shall be available to roll back to the prior build of software.

#### Platform Craft Tool

Overview: A PC-based craft tool shall provide local and remote platform monitoring, configuration, and diagnostic services. There shall be no front-panel controls or externally-connected keypads to provide the required capabilities. It shall be possible to select, view, configure and set diagnostics on any platform within the network when connected from any one platform within the network.

PC Host Device:

- a. The PC shall operate as a host device on a LAN supported from the platform.
- b. The PC shall use Ethernet 10/100Base-T Ethernet as its primary connection to the platform, whereby the PC and the platform operate on a common LAN.

Auto-versioning of Craft Tool Software: The craft tool software shall always match the version of system software in use on the platform.

- a. To avoid the potential for software miss-alignment between the craft tool and the platform system software, auto-versioning of craft tool software is required. When initially connected to a platform, the craft tool software shall detect the version of system software in use, and auto-align to that version.

Craft Tool Connectivity in absence of known IP Address: A mechanism shall be provided to ensure craft tool connectivity is always possible in the absence of a known IP address for the platform it is connected to.

Currency with Windows Operating Systems: The craft tool software shall maintain currency with all recent and future Windows operating systems.

User Interface: The craft tool shall use a graphics-rich user interface to provide operator-friendly screens for its various configuration and diagnostics functions.

Context-Sensitive Help Support: The craft tool shall be supported by context-sensitive help for its screens.

- a. Preference will be given to context-sensitive help systems that use an online version of the platform user manual.
- b. Preference will be given to systems that ensure the version of online help always matches the version of platform system software (and craft tool SW).

Diagnostic Capabilities: Craft tool shall include the following diagnostic tools:

- a. An event log.
- b. Alarms status.
- c. History options to review operation over one month, or over 7 days using a higher resolution.
- d. A real-time performance summary for radio link and Ethernet network connections.
- e. RMON performance for Ethernet traffic ports.
- f. Systems controls for setting loopbacks, AIS, protection locks, Transmitter mute, and BER testing.

Network Management Control: The craft tool shall include capabilities to view and set network management variables for the platforms.

#### Network Management Routing Requirements

Overview: For network management purposes the platform shall include a router function to manage the NMS IP routing between platforms, and from platforms to other management connected devices.

Routing Options: Static and dynamic routing options shall be provided

Dynamic Routing: Dynamic routing options shall include RIPv1, RIPv2 (Routing Internet Protocol) and OSPF (Open Shortest Path First). For OSPF, there shall be support for stub and not-so-stubby areas.

Addresses: There shall be an ability to set one IP address for a platform or to set an address for each NMS interface on the platform.

Trap Destinations: There shall be an ability to set trap destinations to the platform EMS or to a 3rd party EMS.

Warranty: All equipment shall be warranted against defects in material and workmanship for a minimum of 24 months for factory parts and factory labor. Detailed terms and conditions of warranty shall be provided by the Supplier.

Post Warranty Support and Change of Status Notification: The Supplier shall provide support in the form of repair/return services for a period of up to 10 years from the date of the last sale. Notification shall be given not less than 1 year ahead of any change of status from regular production to maintenance only (MO).

### Technical Training

Overview: The Contractor shall provide a comprehensive technical training program.

Basic Requirement: Classes shall be conducted with substantial hands-on involvement, and course content shall include the following:

- a. Documentation structure, numbering system, and configuration control system.
- b. Principles of digital transmission.
- c. Product/system description.
- d. Installation procedures.
- e. Configuration procedures.
- f. Turn-on, alignment and testing procedures.
- g. Diagnostic procedures.
- h. Unit replacement procedures.
- i. Operating, safety, and traffic continuity procedures.

### Documentation

Overview: An equipment instruction manual in PDF format shall provide comprehensive information on the equipment. It shall provide information on application, installation, configuration, alignment and troubleshooting.

Online (web-version) Documentation: Online (web-based) versions of the instruction manuals shall also be available.

- a. The online version of the equipment manual should be accessible from the craft tool for context-sensitive and general viewing.
- b. Similarly, the online version of the EMS operations manual should be accessible from the EMS terminals for context-sensitive and general viewing.

Search Capability: The instruction manuals shall have user-friendly search capabilities.

## **Materials and Installation.**

General: Each defined subsystem shall be one or more, self-contained assemblies of rack-mounted components. These components are assembled, integrated and coordinated as required for the defined functionality, complete with all interfaces and interconnecting cabling, suitable for advanced shop staging and testing, as defined elsewhere herein, with other subsystem assemblies. Each shall be installed at its indicated location and connected to power and communications circuits as indicated and as required. The interconnections are generally as depicted on the Plans. The Contractor shall be responsible for submitting a complete, integrated interconnection diagram, all as part of shop drawings required for the work, and shall mark the Plans during construction as part of Record Drawing requirements. It shall be noted that the Plans may not show every detail of interconnecting wiring and that the Contractor is required to provide all the interconnections within each location to satisfy the requirements of the system being furnished.

Product information and shop drawings shall be submitted for review in detail. The submittal shall include, but not be limited to:

- Product information on all components, highlighted to indicate specification compliance.
- Product information that applies to more than a single specific model or variation, and may list optional equipment or features, shall clearly indicate the model, variation and options selected.
- All warranty information.
- Shop drawings of assemblies and equipment, with layout and dimensions.
- Interconnection wiring diagrams shall be of such detail that a competent electrician, though unfamiliar with the equipment, is able to properly select and terminate all wiring required for proper system operation.
- Installation drawings, detailing dimensioned placement at facilities and all connections.
- Description of location and arrangements for Shop Staging Tests.

All submitted information shall be provided in both hard copy and electronic format on CD-ROM.

Although not explicitly detailed on each plan sheet, the Contractor shall bond and ground all equipment, cable trays, and hardware. This bonding and grounding shall comply with the National Electric Code, Motorola R56 Standard, and manufacturers' recommendations for the equipment being installed.

### Dan Ryan Expressway

- a. Furnish and install new MHSB Terminal, 5.8 GHz. Aviat Networks model Eclipse IRU600 or equal.
- b. Furnish and install new CPR-137 to N Female transition
- c. Furnish and install new -48 VDC circuit breaker panel e/w A & B side power feeds. Trimm model 9072101001 or equal.

- d. Furnish and install new 2 ft. antenna with radome and N Female connection. Andrew model P2F-57W-NXA or equal.
- e. Furnish and install new coaxial cable w/ N Male connectors & miscellaneous mounting hardware. Andrew model LDF4.5-50 or equal.
- f. Furnish and install new coaxial lightning/surge protection
- g. Furnish and install new adjustable tapered antenna pipe mount. Andrew model PM-412T63 or equal.

#### Emergency Traffic Patrol Facility

- a. Furnish and install new MHSB Terminal, 5.8 GHz. Aviat Networks model Eclipse IRU600 or equal.
- b. Furnish and install new CPR-137 to N Female transition
- c. Furnish and install new 7'0" x 19" self-supporting aluminum equipment rack. Chatsworth model 46075-503 or equal.
- d. Furnish and install new -48 VDC circuit breaker panel e/w A & B side power feeds. Trimm model 9072101001 or equal.
- e. Furnish and install new 2 ft. antenna with radome and N Female connection. Andrew model P2F-57W-NXA or equal.
- f. Furnish and install new coaxial cable w/ N Male connectors & miscellaneous mounting hardware. Andrew model LDF4.5-50 or equal.
- g. Furnish and install new coaxial grounding kit. Andrew model SG58-06B2A or equal.
- h. Furnish and install new Copper Ground Bar. Andrew model UGBKIT-0210 or equal.
- i. Furnish and install new adjustable tapered antenna pipe mount. Andrew model PM-412T63 or equal.
- j. Furnish and install new adjustable wall mount. Andrew model MT-22L or equal.

**Method of Measurement.** Each system shall be counted separately and measured as lump sum for payment when furnished, installed, connected, field tested and accepted.

**Basis of Payment.** Payment shall be made for each system as follows:

Microwave Link 3 – IDOT ETP to Dan Ryan

#### **MONOPOLE, 100 FOOT MOUNTING HEIGHT**

**Description.** This item shall consist of furnishing and installing a proposed monopole, concrete foundation and grounding system to support a microwave antenna dish.

**Materials.** The monopole shall be constructed of unpainted hot dipped galvanized steel. The pole shall have a 100 foot mounting height. The pole shall be multi-sided and constructed in 3 sections.

The pole will support a 2 foot diameter parabolic microwave dish with radome at the top. The pole shall be constructed so as not to exceed the maximum deflection as required by the antenna manufacturer, contractor to coordinate.

The pole shall be Rohn or approved equal.

**Construction.**

Monopole: The monopole structure shall be designed in accordance with 2001 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals with Appendix C wind pressure for a 90 mph wind zone with a 1.3 gust factor.

The monopole structure shall be designed and constructed so no structural member or other component is applied in excess of the manufacturer's recommended rating (when applicable) or the published rating, whichever is lower

Shop drawings, product data and certifications shall be submitted. The submitted information shall be complete and shall include information relative to all specified requirements suitable for verification of compliance.

THE SUBMITTALS SHALL BE ARRANGED AND CROSS-REFERENCED TO THE SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS. FAILURE TO CROSS-REFERENCE THE SUBMITTAL INFORMATION WITH THE SPECIAL PROVISIONS WILL RESULT IN THE SUBMITTAL BEING RETURNED WITHOUT REVIEW.

The submittal information shall be dated, current, project specific, identified as to the project, and shall also include the following calculations and certifications as applicable to the material utilized:

- Shaft design calculations, including Registered Engineer Certification.
- Certification of intent to provide domestic steel in accordance with Article 106.01 of the Standard Specifications.
- Welding details and procedures.
- Letter of intent to provide specified weld inspection reports.
- Confirmation of coordination between anchor rod supplier and the structure manufacturer for adequacy of anchor rod assembly.
- Foundation Design
- Manufacturer's recommended installation procedures.
- Letter of intent to provide manufacturer's representative during installation and to provide specified installation certification.



All certifications shall be notarized.

**Foundation:** The structure manufacturer shall provide a steel reinforced concrete pole foundation detail based on the soil conditions of the project. Soil borings from recent expressway mainline reconstruction projects are available for viewing at the District Electrical Design Section office by appointment with 48 hour notice for contractor reference only. Contractor shall perform soil boring at actual location of proposed pole.

**Grounding:** The monopole structure shall be grounded as shown on plans.

**Method of Measurement.** The monopole will be measured as each pole installed.

**Basis of Payment.** Payment for the MONOPOLE, 100 FOOT MOUNTING HEIGHT shall be paid for at the contract unit price for each pole installed which shall be payment in full for all work listed herein or as directed by the Owner.

## **VIDEO WALL UPGRADES**

**Description.** This item shall consist of furnishing and installing video distribution equipment at IDOT District 1 Communication Center and IDOT Traffic Systems Center. The video distribution equipment shall be comprised of an array of LCD monitors as well as individual LCD monitors, an integrated video distribution/display system, and workstations, as described herein. This work also includes all mounting hardware and cabling required.

Under this item, the existing video distribution and control system is being modified to facilitate the use of one universal integrated video distribution/display system. The existing iMPath and NLF decoders will remain in place. All new video and control cables shall be routed to all 42" and 65" monitors to facilitate a quick change out and a minimum disruption to Communications Center operations. The change out of the cabinets shall be made within four hours, between the hours of 10:00am and 2:00pm with video fully operational by 2:30pm. At no time shall the Kennedy Expressway REVLAC System operational video be interrupted.

All equipment removed and/or relocated shall remain property of the State.

**Submittals.** The Contractor shall assemble and submit a complete and detailed description of the equipment to be installed and work required at each location.

Each submittal shall include dimensioned, detailed electrical wiring diagrams for all electrical components and location of power source. The submittal package shall also identify the details of non-equipment requirements of the system, such as specified maintenance training, and it shall include letters of commitment relative to specified warranty and maintenance support.

**Products.**

LCD Display Monitor, 42"

Manufacturer: LG, Sharp, Samsung, Toshiba.

Display Technology	Direct View LCD, LED Backlight
Display Area	42.0" measured diagonally
Aspect Ratio	16:9
Native Resolution	1920 x 1080
Brightness	450 Cd/m <sup>2</sup> (typ.)
Viewing Angle	H: 178° & V: 178°, +/-1°
Contrast	50,000:1 (DCR)
Color Depth	10 bit color resolution – 1.07 B colors
Response Time	8 msec, max.
Light Source	LED
Light Source Lifetime	50,000 hours
Dimensions	39" x 23" x 1.5", Approx.
Bezel Width	<28mm
Weight	<35 lbs.
Power Supply	100-240VAC , 60-50 Hz
Power Consumption	<250W
Video Input	HDMI, <b>DVI</b> , DP, VGA, Component, Composite
Control	RS232, RJ45 (Ethernet)
Mount	VESA, 400mm x 400mm
Warranty	3 Years

LCD Display Monitor, 65"

Manufacturer: Shall be the same manufacturer as the 42" LCD provided.

Display Technology	Direct View LCD
Display Area	64.5" measured diagonally
Aspect Ratio	16:9
Native Resolution	1920 x 1080
Brightness	700 Cd/m <sup>2</sup> (typ.)
Viewing Angle	H: 178° & V: 178°, +/-1°
Contrast	10,000:1 (DCR)
Color Depth	10 bit color resolution – 1.07 B colors
Response Time	8 msec, max.
Light Source	LED
Light Source Lifetime	50,000 hours
Dimensions	60.5" x 35.7" x 5.4", Approx.
Bezel Width	<49mm
Weight	<120 lbs.
Power Supply	100-240VAC , 60-50 Hz
Power Consumption	<250W
Video Input	HDMI, <b>DVI</b> , DP, VGA, Component, Composite
Control	RS232, RJ45 (Ethernet)
Mount	VESA, 600mm x 400mm
Warranty	3 Years

Video Distribution / Display System (VDDS)

The Video Distribution / Display System (VDDS) shall be comprised of of input nodes to capture various types of video signals, output nodes to drive display or audio devices, StreamCenters to decode and display streaming IP sources, and switches to interconnect them. The system shall be a manufactured by Jupiter Systems, or approved identical.

Input and output signals can be either digital or analog to meet the interface requirements of the attached devices. All video processing shall be done in the digital domain including cropping, scaling, de-interlacing and noise reduction.

The VDDS shall be managed by the Manufacture's software, which shall be an intuitive, object-oriented, drag-and-drop interface to control and manage multiple inputs, outputs and display walls. The software shall be fully integrated with the 360 Cameleon ITS software.

A touch based control system interface shall be incorporated in the VDDS with a desktop touchscreen provided as a part of this item. The interface shall manage video walls and standalone monitors from the desk top. The interface shall mimic the display wall and standalone LCD monitors and sources. The interface shall be drag and drop sources onto the video. The interface shall include a search engine.

The VDDS shall support fully redundant servers. A second Domain Control Server shall be provided at the District 1 H.Q. location to automatically take over if the primary server fails.

The VDDS shall be installed and commissioned by a manufacturer certified system integrator.

### Equipment cabinet

For compatibility with existing equipment, the equipment cabinets provided shall be Middle Atlantic MRK 4026. The cabinets shall include all required hardware, caster bases, side panels, cable management, front and rear perforated doors and power distribution.

### **Execution.**

### **Site Work Descriptions**

#### **IDOT District 1 Communication Center**

Furnish and install:

- Twenty-six 42" LCD Display Monitors.
- Associated video distribution equipment such as codecs, VDAs, rack mounted LCD monitors, cabinets, and all appurtenances and integration.
- Equipment cabinets complete with wire way management.
- Three video distribution system workstations specified elsewhere herein.
- Any other work indicated in the plans and as required to provide a fully operational system to the satisfaction of the Engineer.

Remove and Relocate:

- Twenty-three existing 42" LCD monitors.
- Suspended alarm annunciator panel.
- Existing Video output cabinets.

### **IDOT Traffic Systems Center**

Furnish and/or install:

- Six - 42" LCD Display Monitors (relocated from Communications Center)
- Associated video distribution equipment such as codecs, VDAs, rack mounted LCD monitors, cabinets, and all appurtenances and integration..
- Equipment cabinets complete with wire way management.
- One video distribution system workstation specified elsewhere herein.
- Any other work indicated in the plans and as required to provide a fully operational system to the satisfaction of the Engineer.

**Method of Measurement.** Work for each individual location shall be counted separately and measured as lump sum for payment when furnished, installed, connected, field tested and accepted.

**Basis of Payment.** Payment shall be made for each location as follows:

VIDEO WALL UPGRADES, IDOT DISTRICT 1  
VIDEO WALL UPGRADES, IDOT TRAFFIC SYSTEMS CENTER

### **WORKSTATION FURNITURE**

**Description.** The work includes furnishing and installation of two complete workstation furniture sets at the location as shown on the Drawings.

**Submittals.** The Contractor shall assemble and submit a complete and detailed description of the workstation furniture including the proposed equipment, accessories, and electrical requirements.

At the preconstruction meeting, the contractor shall at a minimum identify the following:

Available space, furniture requirements, electrical outlets and panelboard(s) locations, existing branch circuit loads and installation considerations.

The workstation furniture submittal package shall be complete and shall document compliance with all specified furniture requirements. It shall include product data of all manufactured components, cable management and electrical systems, accessories and appurtenances. It shall include dimensioned shop drawings of any fabricated furniture and sub-assemblies (such as equipment rack and storage shelves). The submittal shall include overall furniture layout diagrams and dimensions, and detailed electrical wiring diagrams for all electrical components. The submittal package shall identify the details of non-equipment requirements of the system, such as specified maintenance training, and it shall include letters of commitment relative to specified warranty and maintenance support. As a minimum, the submittal package shall include, but not be limited to:

21. Overall Furniture Layout and Dimensions
22. Workstation Adjustment Controls
23. Furniture Material Specifications

24. Dimensioned Storage System Layout Drawings
25. Dimensioned Equipment Rack Layouts and associated appurtenances
26. Power and surge suppression requirements
27. Electrical, voice and data outlet locations
28. Detailed Cable Management System Drawings
29. Component Power Supplies and associated appurtenances
30. Monitor Lift Stand catalog cuts
31. All mounting accessories and hardware
32. All installation and maintenance manuals
33. Warranty Documentation and contact information, as required

## **Products**

### Workstation Furniture

Workstation furniture shall be designed specifically for 24/7 operations in an Emergency Communications Center environment. Office quality furniture will not be acceptable.

Quality Assurance. The system shall be manufactured for 24/7 operating environment and the manufacturer shall have the following experience:

1. Have a proven record of use within the harsh 24-hour operating environment of public safety dispatch centers, specifically of similar size to this request.
2. Minimum of 15 years experience in designing and manufacturing ergonomic workstation furniture will be allowed to bid.
3. A minimum of 8 installed centers of similar size or product shall be included with this proposal. Please include agency name, location, and number of positions.
4. Shall be the manufacturer all major components such as work surfaces, workstation panels, structural system or environmental controls.

Warranty. Provide original manufacturer's warranty documentation for acceptance by the Owner. The furniture manufacturer shall also be responsible for providing the following:

1. All components manufactured shall be replaced at no charge for as long as the original purchaser owns the product.
2. Replace adjustment mechanisms, environmental control components, monitor arms, task lighting and heating devices will be replaced at no charge for the first three years of original ownership.
3. Provide labor and all associated installation for defective products covered by the warranty for three years from the date of purchase.
4. Assume responsibility for all shipping and return shipping expenses of any defective product covered by the warranty.
5. Cover any defects in materials and workmanship for the lifetime of the covered product based on 24/7 usage.
6. Under no circumstances provide less than a limited lifetime warranty.
7. A copy of the warranty certificate.

Manufacturer and Model:

1. Watson Dispatch – Synergy 2 Linear Type Console, or approved equal.

General Specifications:

1. Stability – Function:
  - a. The workstation furniture shall be designed specifically for 24/7 operations in an Emergency Communications Center environment. Standard office furniture will not be acceptable.
  - b. Construction of workstation walls shall be of solid core materials utilizing a post and panel design. Hollow core panel systems using cantilevered surfaces will not be acceptable.
  - c. A structural framework utilizing a unified frame construction design shall be provided featuring full undersurface cavities that lock each element of the workstation subsurface into a contiguous whole, stabilizing all movement.
  - d. Workstation furniture shall be modular in design for ease of reconfiguration and upgrading.
  - e. Sit-to-stand legs shall be bolted to the workstation undercarriage with a footprint designed to allow maximum stability based on the overall size of the monitor surface.
  - f. There shall be no obstructions for side-to-side movement by the user within the workstation footprint.
  
2. Input Surface:
  - a. Shall lower to at least 22” to accommodate the 5<sup>th</sup> percentile seated female.
  - b. Shall raise to at least 57” to accommodate the 95<sup>th</sup> percentile standing male.
  - c. Shall provide an infinite travel range from 5” above to 5” below the monitor surface.
  - d. Shall be available in a wrap design large enough to allow multiple input devices such as keyboards, mice, and writing surface.
  - e. Shall be available in a tilt design that allows a 15 degree +/- manual adjustment (ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations p. 83-84).
  - f. Shall allow elbow angles between 70 and 135 degrees (ANSI/HFES 100-2007 Human Factors Engineering of Computer Workstations p. 12).
  - g. Shall be electronically adjustable independent of the monitor surface.
  - h. Shall adjustment through the use of an integrated single point interface with precise digital replication.
  - i. Shall adjust simultaneously with the monitor surface in order to retain relative positioning between both surfaces.
  - j. Shall have a static load capacity of 250 lbs. and an equipment load capacity of 200 lbs.

- k. Shall have a zero gravity safety feature in order to prevent damage or injury. Safety bars mounted underneath surface will not be acceptable.
  - l. Shall be secured to the monitor surface by metal-to-metal connection utilizing steel plates and 1" bolts. Wood screws will not be acceptable. Separate, free-standing, independent, floor supported adjustable input platforms will not be acceptable.
  - m. Shall be designed to provide unobstructed knee clearance in the seated operating position in accordance with ANSI standards.
3. Monitor Surface:
- a. Shall lower to at least 27" to allow for appropriate viewing angles of monitor so that the gaze angle to the center of the screen ranges between -15° and -20° from horizontal eye level for the 5<sup>th</sup> percentile seated female.
  - b. Shall raise to at least 52 to allow for appropriate viewing angles of monitor so that the gaze angle to the center of the screen ranges between -15° and -20° from horizontal eye level for the 95<sup>th</sup> percentile standing male.
  - c. Full Lift applications shall have a static load capacity of 3,000 lbs. and an equipment load capacity of 500 lbs.
  - d. Center Lift and Linear applications shall have a static load capacity of 1,500 lbs. and an equipment load capacity of 325 lbs.
  - e. Shall be provided with depth adjustment platforms.
  - f. Shall adjust through the use of an integrated single point interface with precise digital replication.
  - g. Shall be 24V DC motors. Components shall be UL listed.
4. Adjustments:
- a. Monitor and input surface individual adjustments shall be through the use of an integrated single point interface with precise digital.
  - b. Adjustment speed shall not be less than 1.25" per second and not greater than 1.5" per second.
  - c. A minimum safety clearance of 1.25" shall be required between all moving surfaces.
  - d. Software for workstation control will not be acceptable.
  - e. Intelligent leg system shall support an anti-collision safety feature in order to prevent damage or injury. Upon contact with an obstruction, the monitor surface must automatically stop its downward path and reverse in order to remove the obstruction. Safety bars mounted underneath surface will not be acceptable.
  - f. Workstation adjustment controls shall be accessible from a seated position for ADA compliance. Workstation adjustment controls mounted on top of the input surface will not be acceptable.
  - g. Design shall accept uneven load distribution.
  - h. All moveable components of the workstation shall be designed and tested to at least 40,000 cycle full range adjustments.



5. Materials:

a. Acoustical Workstation Walls:

- i. Acoustical walls shall be solid core of a minimum 45 lb. density 1" thick wood core material. Hollow core workstation walls will not be acceptable.
- ii. Core shall be covered with a 3/8" high density subsurface, then wrapped with fabric.
- iii. Top edges of these partitions shall either be arched or straight and shall be treated in a long wear, replaceable, washable 3mm thick high impact vinyl edging.
- iv. All fasteners shall be completely concealed.

b. Mounting Posts

- i. All mounting posts shall be round or octagonal, in 2-1/4" and 3" diameter.
- ii. Posts shall be constructed of aluminum grade extrusions with a 6051 hardness.
- iii. Finish shall be powder coated to match edge treatments. Enamel paint is not sufficiently durable and will not be acceptable.
- iv. Leveling glides shall be an integral part of the system to accommodate uneven floors.

c. Undercarriage

- i. All supports, doors, cavity caps, and fixed shelves shall be rated for 25 lbs. psf and shall be constructed of an industrial grade 3/4" thick wood core material with a thermally fused laminate surface on both sides to prevent deflection.
- ii. All outside end panels shall be a minimum 45 lb. density 1-1/8" thick wood core material, pressure bonded with a high-pressure laminate surface on both sides.
- iii. Zero-clearance rear access doors shall be locking and be of lightweight metal material utilizing a spring tension for easy lifting and lowering of door. Doors shall be perforated for passive airflow, and finished in a powder coat to match the workstation mounting posts. Snap on access panels will not be acceptable.
- iv. Front access cavity doors shall be hinged and locking for safety and security purposes.

d. Surfaces

- i. All monitor and input surfaces shall be a minimum 45 lb. density, 1-1/8" thick wood core material, pressure bonded with a high-pressure horizontal grade laminate top and sealing horizontal grade backing sheet of laminate on the underside to prevent deflection.
- ii. Any surface with a span of 48" or more shall have additional support members under the surface for increased structural integrity.
- iii. Monitor work surfaces and extensions shall include cable drop areas for access into the fixed full-width equipment cavities.
- iv. All edges shall be treated in a high impact vinyl edging material.

e. Edge Material

- i. Vinyl edging material shall be a minimum 2mm thick thermoplastic vinyl extrusion with self-healing properties against abrasion for all undercarriage, pedestals, and monitor surfaces and a minimum 13mm thick for all input platforms.

f. Laminates

- i. High pressure laminate shall meet ANSI/ASME A 17.1; 1986 requirements for Class "B" laminate, providing a non-glare matte finish.
- ii. All monitor and input surfaces shall be a minimum of .0625" thickness horizontal grade laminate on the top surface, and on the backing sheet, all to prevent deflection.
- iii. Thermally fused laminate shall meet NEMA LI-1-1998. Low pressure laminate is not acceptable.

g. Fabric

- i. Abrasion resistance at a minimum shall meet ASTM D-3597 MVPTS-198 standards.
- ii. Flammability requirements shall adhere to ASTM E-84 (Tunnel Test) or Class A or 1 and the State of California Technical Bulletin 117 Sec. E (SC-191-53).
- iii. Fabric shall be made from 100% recyclable materials.

6. CPU Storage

- i. Fixed full-width equipment cavity storage underneath the monitor surface shall be provided for CPU equipment and cable routing, keeping the knee space below the workstations unobstructed to allow dispatchers a full range of movement to reach necessary equipment. A non-integrated technology tower placed outside the perimeter of the workstation will not be acceptable.
- ii. Side cavities shall be a minimum 22.5"D x 20"H x 19.5"W for a front-to-back CPU configuration.
- iii. Center cavities shall be a minimum 12"D x 20"H x 27.25"W for a side-to-side CPU configuration.
- iv. Cavities shall be vented for passive airflow.
- v. Access to the cavities shall be from the front and/or rear depending on the configuration.
- vi. Maximum weight capacity for any standard cavity shelf shall be at least 25 psf load.

7. Electrical Requirements

- i. Every workstation shall include a minimum of three 8-outlet surge suppressors with room for three transformer plugs on a UL listed and CSA rated 15 amps, 120-volt power center. These power centers shall include a circuit breaker with 1900 joules AC surge suppression to shield equipment from the strongest surges and line noise and an 8' cord.
- ii. Total power draw for an individual workstation shall not exceed 15 amps.
- iii. Surface mounted, user-accessible power, voice, and data connections shall be provided.

8. Cable Management

- i. Each workstation shall include two cable access drops with energy chains for vertical interconnectivity from monitor surface to equipment cavities.
- ii. A keyboard energy chain that runs from input surface to monitor surface shall be provided for cable management for keyboards, mice, etc.
- iii. Cable drops on extensions and bridges shall be included to each fixed cavity section.
- iv. Full Lift designs shall include cable trays with knockouts mounted under the rear perimeter of the monitor surface.
- v. A horizontal raceway within each equipment cavity shall be required to provide full workstation perimeter cable routing.
- vi. Cables routed within the furniture panel system will not be acceptable.

9. Installation

- a. Only the manufacturer’s factory installers or their trained and authorized designees experienced with the working environment of a public safety dispatch center shall assemble and install the workstation furniture.
- b. A post-installation walkthrough shall be required with the Owner’s Representative to verify compliance with the workstation furniture layout drawings, design, and material specifications.
- c. Product training shall be provided upon completion of the installation.

Monitor Lift Stand

The lift stands shall lift three monitor displays on a single base while providing five inches of height adjustment. Monitor display shall simultaneously lift and tilt with just a touch of the hand for maximum ergonomic comfort.

Manufacturer and Model:

Ergotron – LX Triple Display Lift Stands, or approved equal.

General Specifications:

Display Interface Options	VESA FD MI MIS-D, 100/75, C (hole pattern: 100 x 100mm & 75 x 75 mm)
Weight Capacity	Dual Lift Stands – 12-24 lbs (5.4-15.5 kg) Triple Lift Stands – 18-48 lbs (8.1-21.8 kg)
Maximum Monitor Display Size	24” (verify exact maximum width dimensions with manufacturer based on display depth)
Display Height Adjustment	+/- 5 inches
Display Tilt	20° (+15/-5°)
Display Rotation	90° portrait/landscape
Warranty	5 year

**Method of Measurement.** Work for each individual location shall be counted separately and measured as lump sum for payment when furnished, installed, connected, field tested and accepted.

**Basis of Payment.** Payment shall be made for at the contract Lump Sum price for WORKSTATION FURNITURE, IDOT DISTRICT 1 and shall include all material, equipment and labor necessary to furnish, install and test workstation furniture.

## **GENERAL ELECTRICAL REQUIREMENTS**

Effective: March 15, 2013

Add the following to Article 801 of the Standard Specifications:

“Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.”

Add the following to the 1<sup>st</sup> paragraph of Article 801.05(a) of the Standard Specifications:

“Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations.”

Revise the second sentence of the 5<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

“The Engineer will stamp the submittals indicating their status as ‘Approved’, ‘Approved as Noted’, ‘Disapproved’, or ‘Information Only’.

Revise the 6<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

“Resubmittals. All submitted items reviewed and marked ‘Approved as Noted’, or ‘Disapproved’ are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments.”

Revise Article 801.11(a) of the Standard Specifications to read:

“Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.”

Add the following to Section 801 of the Standard Specifications:

“Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.”

“Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.”

Revise Article 801.16 of the Standard Specifications to read:

**“Record Drawings.** Alterations and additions to the electrical installation made during the execution of the work shall be neatly and plainly marked in red by the Contractor on the full-size set of record drawings kept at the Engineer’s field office for the project. These drawings shall be updated on a daily basis and shall be available for inspection by the Engineer during the course of the work. The record drawings shall include all plans, details, notes, schedules, single line diagrams, etc., applicable to the electrical work and other information useful to locate and maintain the electrical system. As part of the record drawings, the Contractor shall inventory all materials, new or existing, on the project and record information on inventory sheets provided by the Engineer. The inventory shall include:

- Location of Equipment, including rack, chassis, slot as applicable.
- Designation of Equipment
- Equipment manufacturer
- Equipment model number
- Equipment Version Number
- Equipment Configuration
  - Addressing, IP or other
  - Settings, hardware or programmed
- Equipment Serial Number

Upon request, if available, a full-size set of reproducible drawings of the work may be made available to the Contractor for the purpose of compliance with these requirements.

When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped “RECORD DRAWINGS”, shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor’s supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible.

The Contractor shall provide two sets of electronically produced drawings in a moisture proof pouch to be kept on the inside door of the controller cabinet or other location approved by the Engineer. These drawings shall show the final as-built circuit orientation(s) of the project in the form of a single line diagram with all luminaires numbered and clearly identified for each circuit.



In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. Description of item
2. Designation or approximate station if the item is undesignated
3. Latitude
4. Longitude

Examples:

<b>Equipment Description</b>	<b>Equipment Designation</b>	<b>Latitude</b>	<b>Longitude</b>
CCTV Camera pole	ST42	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH at STA 234+35	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
Conduit crossing	SB IL83 to EB I290 ramp SIDE B	41.584600	-87.793432
Light Pole	DA03	41.558532	-87.792571
Lighting Controller	X	41.651848	-87.762053
Sign Structure	FGD	41.580493	-87.793378
Video Collection Point	VCP-IK	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years.”

The following forms are included as described elsewhere herein.

## ELECTRICAL LIGHTING CONTROLLER INVENTORY

Project Location	
Route	Limits
Common Name	Controller Number
Section	EMC Data Base Location Number
County	Contract
Municipality	Date

Utility Service Information	
Electric Meter No.	Service Voltage
Electric Meter Manufacturer	Ballast Voltage
Utility Contact Person	Transformer KVA Rating
Transformer Location	

Controller Information		
Cable Information	Service Cable	Branch Cables
Cable Quantity, & Size		
Cable Type		
Cable Rating (NEC 316-10)	Amp	Amp
Manufacturer		
Conduit Size		

Overcurrent Protection	Main Breakers	Branch Breakers
Continuous Current Rating	Amp	Amp
Frame Size	Amp	Amp
Interrupting Rating	A RMS @      V	A RMS @      V
Manufacturer		
Model Number		

Control System	Time Clock	Radio Control	Photocell	Contactor
Manufacturer				
Model Number				
Radio Address		Octal		
Voltage	V	V	V	V
Contact Rating	Amp	Amp	Amp	Amp



## Electrical Cable Insulation Resistance Test

Route, Common Name	Limits
Section	Controller Number
Contract	Megger Model
County	Date

### Resistance Measurements (Megohms)

Circuit	Contractor Measurement	Owner Measurement	Circuit	Contractor Measurement	Owner Measurement
A			B		
C			D		
E			F		
G			H		
I			J		
K			L		
M			N		
O			P		
Q			R		
S			T		
U			V		
W			X		
Y			Z		
<b>Service Cable Measurements</b>					
Phase	Contractor Measurement	Owner Measurement	Phase	Contractor Measurement	Owner Measurement
A			B		

### Representatives Present

Resident Engineer	Contractor Representative	Owner Representative
Signature	Signature	Signature

## Electrical Continuity Test

Route, Common Name	Limits
Section	Controller Number
Contract	Ohmmeter Model
County	Date

### Resistance Measurements (Ohms)

Contractor Measurements				Owner Measurements			
Circuit	Forward	Reverse	Average	Circuit	Forward	Reverse	Average
A - B				A - B			
C - D				C - D			
E - F				E - F			
G - H				G - H			
I - J				I - J			
K - L				K - L			
M - N				M - N			
O - P				O - P			
Q - R				Q - R			
S - T				S - T			
U - V				U - V			
W - X				W - X			
Y - Z				Y - Z			

### Representatives Present

\_\_\_\_\_  
 Resident Engineer

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Contractor Representative

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Owner Representative

\_\_\_\_\_  
 Signature

## Electrical Voltage Test

Route, Common Name	Limits
Section	Controller Number
Contract	Voltmeter Model
County	Date

### Last Pole Circuit Phase To Neutral Voltage Measurements (Volts)

Phase A Circuit	Contractor Measurement	Owner Measurement	Phase B Circuit	Contractor Measurement	Owner Measurement
A			B		
C			D		
E			F		
G			H		
I			J		
K			L		
M			N		
O			P		
Q			R		
S			T		
U			V		
W			X		
Y			Z		
<b>No Load Phase To Neutral Measurements</b>					
Phase	Contractor Measurement	Owner Measurement	Phase	Contractor Measurement	Owner Measurement
A			B		
<b>Full Load Phase To Neutral Measurements</b>					
A			B		

### Representatives Present

Resident Engineer	Contractor Representative	Owner Representative
Signature	Signature	Signature

**ELECTRICAL ITS LOCATION INVENTORY**

Project Location	
Route	Limits/Cross Reference
Common Name	Controller Number
Section	EMC Data Base Location Number
Contract	Date
GPS Coordinates	

Utility Service Information	
Electric Meter No.	Service Voltage
Utility Contact Person	Transformer KVA Rating
Transformer Location	GPS Coordinates

Equipment Information				
Item	Manufacturer	Model	Serial No.	Address
Surge Protection				
Power Supply				
Video Codec				
Media Converter				
Ethernet Switch				
Detection				
Camera				
Structure				
Controller				



## **EXPOSED RACEWAYS (D-1)**

Effective: January 1, 2012

Revise the first paragraph of Article 811.03(a) of the Standard Specifications to read:

“General. Rigid metal conduit installation shall be according to Article 810.05(a). Conduits terminating in junction and pull boxes shall be terminated with insulated and gasketed watertight threaded NEMA 4X conduit hubs. The hubs shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C. When PVC coated conduit is utilized, the aforementioned hubs shall also be PVC coated.”

Add the following to Article 811.03(b) of the Standard Specifications:

“Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel.”

“The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer’s representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval.”

Add the following to Article 1088.01(a) of the Standard Specifications:

All iron and steel products, which are to be incorporated into the work, including conduit and all conduit fittings, shall be domestically manufactured or produced and fabricated as specified in Article 106.”

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

“a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.

- b. The PVC coating shall have the following characteristics:

Hardness:	85+ Shore A Durometer
Dielectric Strength:	400V/mil @ 60 Hz
Aging:	1,000 Hours Atlas Weatherometer
Temperature	The PVC compound shall conform at 0° F. to Federal Specifications PL-406b, Method 2051, Amendment 1 of 25 September 1952 (ASTM D 746)
Elongation:	200%

- c. The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- d. The nominal thickness of the PVC coating shall be 1 mm (40 mils). The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- e. An interior urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- f. Conduit bodies shall have a tongue-in-groove gasket for maximum sealing capability. The design shall incorporate a positive placement feature to assure proper installation. Certified test results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be submitted for review when requested by the Engineer.

- g. The PVC conduit shall pass the following tests:

Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. Certified test results from a national recognized independent testing laboratory shall be submitted for review and approval. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

Add the following to Article 1088.01(a)(4) of the Standard Specifications:

“All liquid tight flexible metal conduit fittings shall have an insulated throat to prevent abrasion of the conductors and shall have a captive sealing O-ring gasket. The fittings shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C.”

Revise the second paragraph of Article 811.04 of the Standard Specifications to read:

“Expansion fittings and LFNC will not be measured for payment.”

Revise Article 811.05 of the Standard Specifications to read:

“**811.05 Basis of Payment.** This work will be paid for at the contract unit price per meter (foot) for **CONDUIT ATTACHED TO STRUCTURE**, of the diameter specified, **RIGID GALVANIZED STEEL** or **CONDUIT ATTACHED TO STRUCTURE**, of the diameter specified, **RIGID GALVANIZED STEEL, PVC COATED.**”

## **UNDERGROUND RACEWAYS (D-1)**

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduit shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

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

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”

Add the following to Article 810.04(c) of the Standard Specifications:

“Coilable non-metallic conduit shall be machine straightened to remove the longitudinal curvature caused by coiling the conduit onto reels prior to installing in trench, encasing in concrete or embedding in structure. The straightening shall not deform the cross-section of the conduit such that any two measured outside diameters, each from any location and at any orientation around the longitudinal axis along the conduit differ by more than 6 mm (0.25”).” The longitudinal axis of the straightened conduit shall not deviate by more than 20 mm per meter (0.25” per foot” from a straight line. The HDPE and straightening mechanism manufacturer operating temperatures shall be followed.

## **UNIT DUCT (D-1)**

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

“The unit duct shall be installed at a minimum depth of 30-inches (760 mm) unless otherwise directed by the Engineer.”

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

Nominal Size		Pulled Tensile	
mm	in	N	lbs
31.75	1.25	3322	747
38.1	1.50	3972	893

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

Duct Diameter		Min. force required to deform sample 50%	
mm	in	N	lbs
35	1.25	4937	1110
41	1.5	4559	1025

**WIRE AND CABLE (D-1)**

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”



**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: January 1, 2014

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

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

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **10.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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



- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

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

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;

- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

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

## **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: January 1, 2014

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

### **“STATEMENTS AND PAYROLLS**

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

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

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

### **“IV.COMPLIANCE WITH THE PREVAILING WAGE ACT**

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.

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

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

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

## **PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)**

Effective: November 1, 2013

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

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

## **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

### **QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)**

Effective: January 1, 2012

Revised: January 1, 2014

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

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

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

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

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



Revise Article 669.08 of the Standard Specifications to read:

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

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

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

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

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

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

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

- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as “uncontaminated soil” according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

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

Revise Article 669.14 of the Standard Specifications to read:

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

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,

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

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

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

## **REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)**

Effective: November 2, 2012

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

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

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

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

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

#### **TRACKING THE USE OF PESTICIDES (BDE)**

Effective: August 1, 2012

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

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

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: August 1, 2012

Revised: February 1, 2014

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

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



Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

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

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

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

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

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

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

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

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

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

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

### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **140** working days.

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

Effective: April 2, 2004

Revised: April 1, 2009

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

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

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

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

- |  |     |                          |
|--|-----|--------------------------|
| Metal Piling   | Yes | <input type="checkbox"/> |
| Structural Steel   | Yes | <input type="checkbox"/> |
| Reinforcing Steel  | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement                | Yes | <input type="checkbox"/> |
| Guardrail  | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence)                      | Yes | <input type="checkbox"/> |
| Frames and Grates  | Yes | <input type="checkbox"/> |

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

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

**IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

**1. Minimum wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

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

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

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

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

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

**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.state.il.us/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.state.il.us/desenv/subsc.html>.

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