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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction 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 form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that 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 D&Econtracts@dot.il.gov

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

300

KETOKK WITH DID
Proposal Submitted By
Name
Address
City

Letting April 23, 2010

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 68971
PEORIA-TAZEWELL Counties
Section 72,90[(10D-1,50]TS
Route FAI 74
District 4 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:	
☐ A <u>Bid</u> <u>Bond</u> is included.	
A Cashier's Check or a Certified Check is included	

Plans Included Herein

Prepared by

Checked by

Printed by authority of the State of Illinois)

F

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

INSTRUCTIONS

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

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid" form, 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 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. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

Prequalification and/or Authorization to Bid 217/782-3413

Prequalification and/or Authorization to Bid 21/7/82-3413
Preparation and submittal of bids 217/782-7806



TO THE DEPARTMENT OF TRANSPORTATION

District 4 Construction Funds

PROPOSAL

1. Proposal of _______ Taxpayer Identification Number (Mandatory) ______ for the improvement identified and advertised for bids in the Invitation for Bids as: Contract No. 68971 PEORIA-TAZEWELL Counties Section 72,90[(10D-1,50]TS Route FAI 74

This project consists of providing CCTV video surveillance cameras on the Interstate 74 Murray Baker Bridge located in Peoria.

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

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

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

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

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

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

Attach Cashier's	Check or Certifi	ied Check Here
In the event that one proposal guaranty check is intended to cover to of the proposal guaranties which would be required for each individustate below where it may be found.		
The proposal guaranty check will be found in the proposal for:	Item	
	Section No.	
	County _	

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

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

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

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

Schedule of Combination Bids

Combination		Combination Bid	
No.	Sections Included in Combination	Dollars Cents	S

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68971

State Job # - C-94-075-10

PPS NBR - PEORIA- TAZEWELL- Project Number Route

FEDERAL / / FAI 74

Code - 143 - 179 - District - 4 - 4 -

Section Number - 72,90[(10D-1),50]TS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0323583	SPEED INDICATOR SIGN	CAL DA	60.000				
X0323898	CCTV DOME CAMERA	EACH	6.000				
X0323906	CAMERA POLE 45 FT	EACH	2.000				
X0323920	POLE MT EQUIP CAB TB	EACH	6.000				
X0324603	CB 1P 20A/120V EX CAB	EACH	6.000				
X0325049	CCTV DOME CAM MAT O	EACH	1.000				
X0325719	FIB OPT LINK CCTV MM	EACH	5.000				
X0325721	CCTV LOCAL CONT PANEL	EACH	6.000				
X0326259	DIGITAL VIDEO ENCODER	EACH	2.000				
X0326260	ETHERNET SWITCH MAT O	EACH	1.000				
X8710030	FIB OPT CBL 48F SM	FOOT	11,179.000				
X8730027	ELCBL C GROUND 6 1C	FOOT	3,453.500				
67100100	MOBILIZATION	L SUM	1.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
	TR CONT & PROT 701701	L SUM	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68971

State Job # - C-94-075-10

PPS NBR - PEORIA- TAZEWELL- Project Number Route

FEDERAL / / FAI 74

Code - 143 - 179 -

District - 4 - 4 -

Section Number - 72,90[(10D-1),50]TS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81000600	CON T 2 GALVS	FOOT	430.000				
81012600	CON T 2 PVC	FOOT	3,730.000				
81012700	CON T 2 1/2 PVC	FOOT	2,160.000				
81018500	CON P 2 GALVS	FOOT	16.000				
81021330	CON P 2 PVC	FOOT	105.000				
81021340	CON P 2 1/2 PVC	FOOT	100.000				
81100300	CON AT ST 1 GALVS	FOOT	30.000				
81100400	CON AT ST 1 1/4 GALVS	FOOT	90.000				
81100600	CON AT ST 2 GALVS	FOOT	3,810.000				
81300540	JUN BX SS AS 12X12X4	EACH	4.000				
81300948		EACH	6.000				
81400700	HANDHOLE PCC	EACH	1.000				
81400720		EACH	3.000				
81702130		FOOT	4,977.000				
	EC C XLP USE 1C 4	FOOT	3,531.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68971

State Job # - C-94-075-10

PPS NBR - Project Number Route

County Name - PEORIA- TAZEWELL- FEDERAL / / FAI 74

Code - 143 - 179 - District - 4 - 4 -

Section Number - 72,90[(10D-1),50]TS

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
81900200	TR & BKFIL F ELECT WK	FOOT	6,320.000				
87100140	FO CAB C 62.5/125 12F	FOOT	5,313.000				
87800415	CONC FDN TY E 36D	FOOT	30.000				
87900200	DRILL EX HANDHOLE	EACH	3.000				

CONTRACT NUMBER	68971	
THIS IS THE TOTAL BID		¢

NOTES:

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

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

M. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement 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, offer or, 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, offer, or proposal 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.

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

Sections 20-160 and 50-37 of the Illinois Procurement 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 Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity 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. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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 Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

aco	curate, and all forms a	e Form A disclosure information previously submitted i re hereby incorporated by reference in this bid. Any ne- previously submitted forms are attached to this bid.	
		(Bidding Company)	
		Signature of Authorized Representative	Date

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

D.

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

 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 	
 Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES NO 	
 Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO 	
 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 \$106,447.20? YES NO 	
(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to than one question.)	more
A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity 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 authorized to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can 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.	n that is be, but
If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and data a person that is authorized to execute contracts for your company.	ated by
Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted 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 of attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency countracts 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.	n an
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 "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of I agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.	Ilinois
Bidders Submitting More Than One Bid	
Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bid Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the fiby reference.	
The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:	

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 the LCS 500). Vendors desiring to enter into a potential conflict of interest information as solublicly available contract file. This Form A contracts. A publicly traded company mathe requirements set forth in Form A. See	contract with the State of Illinois of pecified in this Disclosure Form. A must be completed for bids in each submit a 10K disclosure (or each pisclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
DISCLO	SURE OF FINANCIAL INFORM	IATION
of ownership or distributive income share in	excess of 5%, or an interest which e copies of this form as necessa irements)	interest in the BIDDER (or its parent) in terms has a value of more than \$106,447.20 (60% ry and attach a separate Disclosure Form
NAME:		
ADDRESS		
Type of ownership/distributable incom	ne share:	
stock sole proprietorship % or \$ value of ownership/distributable in	Partnership	other: (explain on separate sheet):
·		
2. Disclosure of Potential Conflicts of Interest relationships apprehensial conflict of interest relationships apprehensials.		
(a) State employment, currently or in t	he previous 3 years, including conti	ractual employment of services. YesNo
If your answer is yes, please answe	er each of the following questions.	
 Are you currently an office Highway Authority? 	r or employee of either the Capitol I	Development Board or the Illinois Toll YesNo
currently appointed to or enexceeds \$106,447.20, (60	ed to or employed by any agency mployed by any agency of the State 1% of the Governor's salary as of 3 employed and your annual salary.	e of Illinois, and your annual salary /1/09) provide the name the State

3.	If you are currently appointed to or employed by any agency salary exceeds \$106,447.20, (60% of the Governor's salary (i) more than 7 1/2% of the total distributable income of corporation, or (ii) an amount in excess of the salary of the Corporation.	y as of 3/1/09) are you entitled to receive your firm, partnership, association or
4.	If you are currently appointed to or employed by any agency salary exceeds \$106,447.20, (60% of the Governor's salary or minor children entitled to receive (i) more than 15% in age of your firm, partnership, association or corporation, or (ii) a salary of the Governor?	as of 3/1/09) are you and your spouse gregate of the total distributable income
. ,	employment of spouse, father, mother, son, or daughter, incluence previous 2 years.	ding contractual employment for services
If your	answer is yes, please answer each of the following questions	YesNo
1.	Is your spouse or any minor children currently an officer or en Board or the Illinois Toll Highway Authority?	mployee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to o of Illinois? If your spouse or minor children is/are currently a agency of the State of Illinois, and his/her annual salary exe Governor's salary as of 3/1/09) provide the name of the spous of the State agency for which he/she is employed and his/her	appointed to or employed by any ceeds \$106,447.20, (60% of the se and/or minor children, the name
3.	If your spouse or any minor children is/are currently appointe State of Illinois, and his/her annual salary exceeds \$106,447 as of 3/1/09) are you entitled to receive (i) more than 71/2% of firm, partnership, association or corporation, or (ii) an amore Governor?	7.20.00, (60% of the salary of the Governor of the total distributable income of your
4.	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$106,447.3/1/09) are you and your spouse or any minor children entitle aggregate of the total distributable income from your firm, par (ii) an amount in excess of 2 times the salary of the Governor	20, (60% of the Governor's salary as of ed to receive (i) more than 15% in the thership, association or corporation, or?
		Yes No
unit of I	e status; the holding of elective office of the State of Illinois, the local government authorized by the Constitution of the State currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the prev daughter.	ious 2 years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of a, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation charge of that office currently or in the previous 3 years.	on of the State of Illinois or the statues
	nship to anyone holding appointive office currently or in the production	evious 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registe	ered lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spous son, or daughter. YesNo	
(i) Compensated employment, currently or in the previous 3 years, by any registered electic committee registered with the Secretary of State or any county clerk of the State of Illinois action committee registered with either the Secretary of State or the Federal Board of Electronic No. 2007.	s, or any political ctions.
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensate last 2 years by any registered election or re-election committee registered with the Secreta county clerk of the State of Illinois, or any political action committee registered with either State or the Federal Board of Elections.	ary of State or any r the Secretary of
YesNo) <u> </u>
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous	page.
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
I have determined that no individuals associated with this organization meet the criter require the completion of this Form A.	ia that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the prev	vious page.
Signature of Authorized Representative	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in thi	I s Form is required by the Section 5	0-35 of the Illinois Procurement
Act (30 ILCS 500). This information shall be		contract file. This Form B must
pe completed for bids in excess of \$10,000, a	and for all open-ended contracts.	
DISCLOSURE OF OTHER (CONTRACTS AND PROCUREMEN	IT RELATED INFORMATION
1. Identifying Other Contracts & Procure has any pending contracts (including leases any other State of Illinois agency: Yes_If "No" is checked, the bidder only needs	s), bids, proposals, or other ongoing No	procurement relationship with
2. If "Yes" is checked. Identify each such information such as bid or project number (INSTRUCTIONS:		
THE FOL	LOWING STATEMENT MUST BE	CHECKED
	Signature of Authorized Representative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 68971
PEORIA-TAZEWELL Counties
Section 72,90[(10D-1,50]TS
Route FAI 74
District 4 Construction Funds

PART I. IDENTIFIC	ATION																	
Dept. Human Right	s#						_ Du	ration (of Proj	ect: _								
Name of Bidder: _																		
PART II. WORKFO A. The undersigned which this contract we projection including a	d bidder h	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions fro	m whi	ch the b	idder re	cruits	employe	ees, and h	nereb	oy subr	nits the fol	con	ng workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act							CURRENT			S
				MINI	ORITY	EMPI C	YEES	:		TR	AINEES	.					IGNED RACT	
JOB CATEGORIES		TAL OYEES F	BL/	ACK F	HISP		*OT	HER IOR.	APPI TIC	REN-	ON T	HE JOB VINEES			OTAL LOYEES F			ORITY DYEES F
OFFICIALS (MANAGERS)	101	'	IVI	•	IVI	•	IVI	•	IVI	'	IVI	'		IVI	'		IVI	'
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
-	TΑΙ ΓΟΤΑL Tr	BLE C	nicotio	n for C	ontroot				7		Г	FOF	R DE	PARTI	MENT USE	10	NLY	
EMPLOYEES		TAL	Jectio	11101 C	Ontract		*0	THER	1									
IN	EMPL	OYEES		ACK		PANIC	MI	NOR.	_									
TRAINING APPRENTICES	М	F	M	F	M	F	M	F										
ON THE JOB TRAINEES	Dale a service of	Finance de		Asia	(A) == N	ilina A ··	dans - **	1)										
*(Other minori	ues are def	med as	Asians ((A) or Na	ive Ame	ricans (f	N).			L							

Note: See instructions on page 2

Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/08)

Contract No. 68971
PEORIA-TAZEWELL Counties
Section 72,90[(10D-1,50]TS
Route FAI 74
District 4 Construction Funds

PART II. WORKFORCE PROJECTION - continued

	act.	
ited from the area in which the contract project	t is located; and/or (number)	
	odia po recraited from the drea ii	T Which the blader o philospan
rectly employed by the prime contractor and th	at (number)	persons will be
FIRMATIVE ACTION PLAN		
ation projection included under PART II is determined to be category, and in the event that the understancement of work, develop and submit a writted to the completion stages of the contract) whation are corrected. Such Affirmative Action Plants	rmined to be an underutilization of signed bidder is awarded this conten Affirmative Action Plan includ thereby deficiencies in minority ar	of minority persons or women attract, he/she will, prior to ing a specific timetable ad/or female employee
nitted herein, and the goals and timetable inclu		
	Telephone Number _	
		
		
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NOTICE REGA signature on the Proposal Signature Sheet will con	RDING SIGNATURE	e following signature block needs
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NOTICE REGA signature on the Proposal Signature Sheet will conted only if revisions are required. All tables must include subcontractor personnel in additionable both the number of employees that would be (Table B) that will be allocated to contract work, and in	RDING SIGNATURE Institute the signing of this form. The signing of this form. The significant to prime contractor personnel. Title: Ition to prime contractor personnel. In hired to perform the contract work and clude all apprentices and on-the-job traineles to be exprentices and on-the-job traineles to be exprentices.	the total number currently employed nees. The "Total Employees" column mployed on the contract work.
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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. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

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

Contract No. 68971
PEORIA-TAZEWELL Counties
Section 72,90[(10D-1,50]TS
Route FAI 74
District 4 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		orginatare of Addition250 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	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
	Ву	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
		21
	Attest	Signature
	Dunings Add	ř
	Business Address	
If more than two parties are in the joint venture,	please attach an addit	ional signature sheet.



Return with Bid

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

		Item No.
		Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We		
as PRINCIPAL, and		
		as SURETY, are
held jointly, severally and firmly bound unto the STATE OF specified in Article 102.09 of the "Standard Specifications for F is the lesser sum, well and truly to be paid unto said STATE administrators, successors and assigns.	Road and Bridge Construct	tion" in effect on the date of invitation for bids, whichever
THE CONDITION OF THE FOREGOING OBLIGATION IS STATE OF ILLINOIS, acting through the Department of Tra Number and Letting Date indicated above.	-	· ·
NOW, THEREFORE, if the Department shall accept the and as specified in the bidding and contract documents, submafter award by the Department, the PRINCIPAL shall enter in including evidence of the required insurance coverages and performance of such contract and for the prompt payment of failure of the PRINCIPAL to make the required DBE submission to the Department the difference not to exceed the penalty he which the Department may contract with another party to per void, otherwise, it shall remain in full force and effect.	to a DBE Utilization Plan to a contract in accordance providing such bond as a labor and material furnish or to enter into such contract between the amount	hat is accepted and approved by the Department; and if, the with the terms of the bidding and contract documents appecified with good and sufficient surety for the faithful the in the prosecution thereof; or if, in the event of the tract and to give the specified bond, the PRINCIPAL pays appecified in the bid proposal and such larger amount for
IN THE EVENT the Department determines the PRINCII paragraph, then Surety shall pay the penal sum to the Department within such period of time, the Department may bring expenses, including attorney's fees, incurred in any litigation in In TESTIMONY WHEREOF, the said PRINCIPAL and the	nent within fifteen (15) days y an action to collect the ar which it prevails either in w ne said SURETY have caus	s of written demand therefor. If Surety does not make full mount owed. Surety is liable to the Department for all its whole or in part. sed this instrument to be signed by
their respective officers this day of		A.D.,
PRINCIPAL	SURETY	
(Company Name)		(Company Name)
By (Signature & Title)	Ву:	
(Signature & Title)		(Signature of Attorney-in-Fact)
•	tification for Principal and S	Surety
STATE OF ILLINOIS, County of		
I,	, a Notary Pul	olic in and for said County, do hereby certify that
	and	
(Insert names of individual	ls signing on behalf of PRI	NCIPAL & SURETY)
who are each personally known to me to be the same persons and SURETY, appeared before me this day in person and ack and voluntary act for the uses and purposes therein set forth.	whose names are subscrinowledged respectively, th	ibed to the foregoing instrument on behalf of PRINCIPAL at they signed and delivered said instrument as their free
Given under my hand and notarial seal this	day of	A.D
My commission expires		
In lieu of completion the phase continue of the Days (1911)	Samue Alex Duberters of the C	Notary Public
In lieu of completing the above section of the Proposal Bid F marking the check box next to the Signature and Title line bel and the Principal and Surety are firmly bound unto the State of	low, the Principal is ensur	ing the identified electronic bid bond has been executed
Electronic Bid Bond ID# Company / Bidde	r Name	Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 68971
PEORIA-TAZEWELL Counties
Section 72,90[(10D-1,50]TS
Route FAI 74
District 4 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 23, 2010. 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. 68971
PEORIA-TAZEWELL Counties
Section 72,90[(10D-1,50]TS
Route FAI 74
District 4 Construction Funds

This project consists of providing CCTV video surveillance cameras on the Interstate 74 Murray Baker Bridge located in Peoria.

- 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

Gary Hannig, Secretary

FAI Route 74 (I-74)
Project Federal
Section 70,90[(10D-1),50]TS
Peoria and Tazewell Counties
Contract No. 68971

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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FAI Route 74 (I-74)
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Section 70,90[(10D-1),50]TS
Peoria and Tazewell Counties
Contract No. 68971

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FAI Route 74 (I-74)
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Contract No. 68971

RECURRING SPECIAL PROVISIONS

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FAI Route 74 (I-74)

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 74 (Interstate 74), Section 70,90[(10D-1),50]TS in Peoria and Tazewell Counties, Contract No. 68971 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located in the cities of Peoria and East Peoria along Interstate 74 and at the Murray Baker Bridge in Peoria and Tazewell Counties.

DESCRIPTION OF PROJECT

This project consists of utilizing Homeland Security funds to install CCTV video surveillance cameras on the I-74 Murray Baker Bridge. This project will also include the installation of conduit, fiber optic cable, camera poles, and fiber optic communications equipment.

TRAFFIC CONTROL PLAN

Effective February 10, 2010

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

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

701001 701006 701011 701101 701106 701406 701701 701901

Traffic shall be maintained on the associated roadways at all times during construction. All lane closures shall be made during off-peak traffic hours, defined as time periods from 8:30 a.m. to 3:30 p.m. and 5:30 p.m. to 7:00 a.m. Monday through Friday. The Contractor shall notify the Engineer forty-eight (48) hours before the time of a planned closure. The exact time and duration of all lane closures, however, shall be as determined by the Engineer.

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

The Contractor will be limited to a maximum of thirty days for lane closures to the westbound lanes of the I-74 Murray Baker Bridge to reduce the impact of the project on the traveling public.

SPEED INDICATOR SIGN

Effective: 4-1-2009

<u>Description</u>. This work shall consist of furnishing, placing, and maintaining speed indicator measurement and display units. The units shall be trailer mounted. These units will be deployed as directed by the Engineer as part of the advance signing for the first lane closure in each direction. Construction speed limit signs will still be required at the locations shown on the Standards.

The speed measurement shall be by radar and provide a detection distance of one quarter (1/4) to one half (1/2) mile.

The speed indicator display shall face approaching traffic and shall have a sign legend of "Your Speed is" above the speed display, and "MPH" below the speed display. The digital display between the fixed messages shall show two digits (00 to 99). The minimum height of the numerals shall be eight (8) inches, and the nominal legibility distance shall be at least 750 feet. Whenever the signs are in use, they shall be considered as traffic control devices(s). When they are not required for use, they shall be considered as equipment.

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

The Contractor is required to provide all preventive maintenance effort that is necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the engineer shall cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due the Contractor.

<u>Basis of Payment</u>: The furnishing, placing, and maintenance of speed indicator measurement and display units will be measured per calendar day of service provided. A partial day shall be counted as one calendar day. This work will be paid for at the contract unit price per calendar day for SPEED INDICATOR SIGN.

COMPLIANCE WITH LOCAL LAWS, ORDINANCES AND REGULATIONS (CITY OF PEORIA)

This project is located within the City of Peoria.

The Contractor is advised to coordinate with the City of Peoria to determine the requirements for the construction of parking lots, placement of trailers, material storage, staging areas, work areas outside the right-of-way.

The Contractor may contact the City of Peoria Planning and Growth Management Department, which is located in Room 402 of the Twin Towers Mall at (309) 494-8600, to discuss proposed improvements located outside the right-of-way. The City of Peoria holds One-Stop meetings on Mondays at 1:30 p.m. in City Hall, Room 400 or Room 404, where Contractors can present their proposed improvements which are located outside the right-of-way to the appropriate departments. Contractors should contact the Planning and Growth Department to be placed on the One Stop meeting agenda.

The storage or staging of any materials or equipment on the public right of way outside of the state right-of-way must be coordinated with the City of Peoria. The Contractor shall contact the Engineering Department at (309) 494-8826 or (309) 494-8833 prior to the start of any work involving staging/storage of equipment and/or materials in these areas.

COMPLIANCE WITH LOCAL LAWS, ORDINANCES AND REGULATIONS (CITY OF EAST PEORIA)

This project is located within the City of East Peoria. The Contractor is advised to coordinate with the City of East Peoria to determine the requirements for the placement of trailers, material storage, staging areas, work areas outside the right-of-way.

The Contractor may contact the City of East Peoria Public Works Department, which is located at 2232 East Washington Street, East Peoria, Illinois, to discuss the use of the areas located outside the right-of-way.

The storage or staging of any materials or equipment on the public right of way outside of the project access control limits must be coordinated with the City of East Peoria. The Contractor shall contact Mr. Rick Semonski, Director of Public Works, at (309) 698-4716, prior to the start of any work involving staging/storage of equipment and/or materials in these areas.

LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES

The Contractor shall be responsible for locating all existing IDOT electrical facilities prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to facilities resulting from inaccurate locating. The Contractor may obtain, on request, plans of existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for facilities during all phases of construction. If at any time, the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work shall be included in the contract bid price and no additional compensation will be allowed.

CONTRACT GUARANTEE

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

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

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

DATE OF COMPLETION

The Contractor shall have all required equipment and materials installed, tested and operational within the time frames specified below, unless directed otherwise by the Engineer:

Due to project funding requirements, all work on this contract shall be completed by December 17, 2010.

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the work on or before any of the dates specified in these Special Provisions, or within such extended time allowed by the Department, payment to the Contractor for any work done after the date of completion may be delayed until an alternate funding source is identified and secured by the Department.

SYSTEM IMPLEMENTATION, EQUIPMENT INTEGRATION AND SUPPORT

The Contractor shall ensure that all components meet the minimum specifications, are compatible with one another, and are integrated to enable the system to perform all functions to the satisfaction of the Engineer.

All furnished components shall be subject to a 60 day burn-in period. The system along with all of its components shall be fully and functionally operational before any acceptance testing will be initiated. The Contractor shall notify the Department a minimum of three days in advance to schedule the acceptance testing.

During the acceptance tests, the Contractor shall demonstrate the system to the Engineer to show that it meets all of the required design and installation parameters. After the system has been accepted by the Engineer, the system shall begin a sixty-day "burn-in" period immediately after the successful completion of the acceptance test. During the "burn-in" period, all components shall perform continuously, without any interruption of operation, for a period of sixty days. In the event that there are operational problems during the burn-in period, the burn-in period shall reset back to day one.

After the successful completion of the burn-in period, the system will have completed final acceptance.

The Department will be available to assist with the setup and configuration of the CCTV cameras (camera programming and CCTV data cable connections to the fiber optic video transmitters).

The Contractor shall be responsible for providing a completely functional fiber optic CCTV link where video and pan-tilt-zoom capabilities from each CCTV camera is available at the local control panels and at the fiber optic CCTV link video receivers installed in the existing Type 334 ITS cabinets. The Department will verify video and PTZ operation using a video monitor and laptop equipped with the CCTV diagnostic software.

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

SEEDING, MINOR AREAS

Effective July 1, 1990

Revised January 1, 2007

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

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

The estimated area is approximately 0.15 acre. The seed mixture shall be applied at 100 pounds/acre (110 kg/ha). The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications, and be approved by the engineer.

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

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

The seed, fertilizer, and mulch will not be measured for payment but will be considered included in the cost of TRENCH AND BACKFILL FOR ELECTRICAL WORK.

CONDUIT, PUSHED OR TRENCHED

This work shall consist of furnishing and installing conduit under an existing roadway, driveway, or sidewalk, or trenched into the ground. The Contractor may substitute coilable polyethylene conduit of equal size.

Non-metallic cable marking tape shall be installed in all conduit trenches in accordance with Article 819.05. This item will not be paid for separately, but shall be included in the price of the conduit.

The Contractor may elect to push a conduit that is shown to be trenched on the plans. <u>This work will be measured for payment and paid for as CONDUIT IN TRENCH of the type and size specified and TRENCH AND BACKFILL FOR ELECTRICAL WORK.</u>

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per foot for CONDUIT of the size and type specified which price shall be payment in full for furnishing and installing the conduit and fittings complete.

HANDHOLE, PORTLAND CEMENT CONCRETE

This work shall consist of furnishing the materials and constructing a handhole in accordance with the applicable Articles of Section 814 and 1059 of the Standard Specifications with the following modifications:

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

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of ½" in the proposed handhole. The Contractor shall submit this material to the Engineer prior to construction of the handholes.

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

Pre-cast handholes are not allowed.

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

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

DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE

This work shall consist of furnishing the materials and constructing a double handhole in accordance with the applicable Articles of Section 814 and 1059 of the Standard Specifications with the following modifications:

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

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of ½" in the proposed handhole. The Contractor shall submit this material to the Engineer prior to construction of the handholes.

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

Pre-cast handholes are not allowed.

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

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

CLOSED-CIRCUIT TELEVISION DOME CAMERA

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

Materials.

The CCTV camera shall be a Vicon Model SVFT-PRS35 Dome Camera Assembly (or approved equal) for integration into the existing ITS system components.

The Contractor shall provide all materials required to install the proposed cameras on the camera poles and bridge superstructure.

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

General

The camera assembly shall be of the pressurized dome type and shall consist of the camera, lens, and pan/tilt motor, internal to the dome, along with the camera controller with a maximum weight of 15 lbs. External interfaces to the dome shall include a standard NTSC video BNC connector, RS-232 data connector for control, and 24 VAC power if required by the CCTV Dome Camera.

The camera assembly shall have a variable-speed manual pan and tilt, and shall include a "preset" timed rotation capability to allow the camera to be automatically oriented to predefined positions via the central software.

The Contractor shall provide a totally operational assembly with all cabling and terminations matched to support the selected components.

CCTV Camera and Lens

The CCTV camera and lens shall comply with the following specifications:

Image Sensor: ½ inch High Resolution Color Interline Transfer CCD

Stabilization: Image Stabilization Included

Signal format: Compatible with all applicable National Television Standards Committee

(NTSC) specifications, have 470 horizontal lines and 350 vertical lines at

60 Hz and 30 full frames per second.

Color balance: Through-the-lens type, with less than 10 IRE units unbalance from 285°

to 580° K.

Video Signal: NTSC

Iris: Automatic with Manual Override

Focus: Remotely Controlled and Automatic or Manual

Pixels: 768(H) X 494(V)

Day/Night Switchover Day (color) / Night (mono) automatic with manual override Sensitivity:

Color

Full Video (Color): 6.5 Lux at F1.4 (AGC OFF) for 1.0 volt peak-to-peak ±3.0 dB (75-ohm,

unbalanced)

80% Video (Color): Maximum of 0.55 Lux for 80 percent video measured at the faceplate.

(AGC ON)

B & W: 0.015 Lux at F1.4 (AGC OFF) for 1.0 volt peak-to-peak ±6.0 dB (75-ohm,

unbalanced)

Signal/noise Ratio: Greater than 45 dB with AGC off, CCIR weighting

Zoom Range: 1 to 35X analog (Minimum)
Software Zoom: 1 to 12X digital (Minimum)
Temperature: -29°F to 165°F (-30°C to 70°C)

Relative Humidity 0 to 90 %

Drive Mechanism Direct Gearing (No Drive Belts)

Pan (Horizontal) 360 Degrees Continuous

Manual: Variable speed, .1 degree/sec to 360 Degrees/sec (minimum for

large movements)

Preset Operation: 120 Degrees/sec (minimum) at 0.5 degree accuracy or 220 degrees/sec

(minimum) at 0.1 degree accuracy

Tilt (Vertical) 0-180 Degrees

Manual: Variable speed, < 1 degree/sec to > 40 Degrees/sec

Preset: 120 Degrees/sec (minimum)

Pre-Sets: 75 minimum with automatic rotation of preselected presets

Privacy Zones 5 (minimum) programmable zones that can be set for video blanking

Sector Identification 15 (minimum) independent sectors in the horizontal plane

Alarm Processing 2 (minimum) on-board alarm inputs

External synchronization: Color lock and burst phase adjustment shall be available along with horizontal phase adjustment.

The camera shall have a built-in programmable character generator capable of superimposing camera identification on the video display. The identification shall be programmable for up to two lines of 24 characters per line. Text characters shall be white with a black border 28 horizontal TV lines in height. The camera identification shall be programmable from a laptop computer, using the RS-232 connector in the control cabinet.

The control/receiver driver shall accept control commands through a standard RS-232 interface. This port shall operate at user adjustable speeds between 2400 and 9600 bps. The receiver/driver shall be assigned a user selectable address and be capable of responding to a minimum of 64 unique addresses via software or dip switch.

Each unit shall only respond to commands directed to its unique address. The receiver/driver shall provide confirmation via the full duplex RS-232 communications port in response to all commands. In addition, the unit shall have at least two dry-contact alarm inputs and two auxiliary dry-contact outputs.

The Contractor shall fully document and provide to the Department the communication protocol implemented on the receiver/driver. This protocol shall be open and allow third-party development of control software.

The video shall be synchronized to the 60 Hz power source. A phase adjustment shall be provided for roll-free vertical interval switching at the video switch. In addition, a video isolation amplifier shall be provided to address potential interference.

A variable speed electronic shutter shall be provided which shall be adjustable from 1/100 to 1/10,000 of a second, in a minimum of seven steps. An Automatic White Balance Control shall be provided to adjust the white balance dynamically in response to the varying light conditions encountered in outside environments.

Environmental Enclosure/Housing

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

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

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

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

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

The complete camera assembly shall meet or exceed the following environmental specifications:

a) Temperature: -29°F to +165°F (-40°C to +50°C) b) Humidity: 100% MIL-E-5400T, para 3.2.24.4

c) Altitude: 0 to 1.9 mile (0 to 3.05 km), MIL-E-5400T, para 3.2.24.2 d) Vibration: Swept 5-60 Hz, 2.1 mm amplitude: (15 Gs at 60 Hz),

Random 60-1000 Hz .5 Gs RMS

e) Shock: 15 Gs, 3 axis. MIL-E-5400T, para 3.2.24.6

f) Sand & Dust: MIL-E-5400T, para 3.2.24.7
g) Fungus and Salt: MIL-E-5400T, para 3.2.24.8
h) Atmosphere: MIL-E-5400T, para 3.2.24.9
i) Explosion: MIL-E-5400T, para 3.2.24.10

j) EMI: FCC Rules, part 15, subpart J, for Class A devices

k) Acoustic Noise: +150 dB

CCTV Dome Camera Mounting Supports

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

120 VAC and 24 VAC Power Supply

If required by the CCTV Dome Camera, a 24 VAC output/120 VAC input NEMA rated power supply shall be provided in the equipment cabinet. Transformer rating shall not be less than 100 VA. The 24 VAC output is to be fused and is to be capable of handling up to 4 amps of total load. Input connectors shall be of the compression type and be designed to terminate #12-16 AWG conductors. Output connectors shall be screw-type barrier strips and be designed to terminate #16-20 AWG conductors. The power supply shall be mounted and wired into the equipment cabinet as described in these Special Provisions and as shown on the plans.

Connecting Cables

The Contractor shall provide composite cabling that includes power conductors, coaxial video feed, and RS-232 control wires to connect the integrated CCTV dome camera assembly to the equipment cabinet designated on the Plans from which the camera shall be powered. Compatible connectors shall be supplied to mate with the integrated CCTV dome camera assembly.

In addition, the other end of the cable, to be terminated in the equipment cabinet, shall be terminated with an RS-232 connector compatible with the communications equipment supplied under other bid items, a BNC connector to terminate the NTSC video feed, and lugs to terminate the AC power feed.

The composite cable shall conform to the following specifications:

- Video cable: one RG-59/U coaxial cable for video transmission from the CCTV camera
- Data cable: data grade cable, consisting of two individually shielded twisted pairs with a common shield and drain, for bi-directional data transmission (RS-422) to/from the CCTV camera
- Power/heater cables: four 16 gauge THHN (stranded) wires for providing power to the CCTV camera and heater. The MS-connector end shall be professionally pinned, tested and sealed, using a dual UV-resistant potted heat-shrink.
- Outer Jacket: outer diameter measuring <3/4", rugged UV resistant PVC jacket, the composite

Outer Jacket

Data Cable:

Nom. Outer Diameter - .55"
No. of Pairs - 2
Material - UV Resistant PVC
AWG Size - 22 AWG
Nom. Jacket Thickness - .09"
Individually shielded pairs
Common shield for both pairs

Coaxial Cable:

Common shield drain wire
Cable RG59/U
Nom. Capacitance - 26 pF/FT
Type UL (CATV/CL2)
Nom. Impedance - 55 ohms
Center conductor - 22 ga stranded copper
Dielectric Material - FPE 146

Power Cable:

Shield 95% Bare Copper Braid No. of wires - 4 Jacket Type - PVC .242 AWG Size - 16 AWG Nominal Impedance - 75 ohms Wire Type - THHN (Stranded) Nom. Cap. (pF/FT) - 17.5

All conductors connecting the CCTV Dome Camera to the pole mounted or ground mounted cabinets shall be provided with solid-state surge protection where they enter the equipment cabinet. Cabling and surge protection shall be included with the CCTV Dome Camera Assembly.

Surge protection of the video coaxial cable shall meet or exceed the following specifications:

Clamp voltage: 6 Volts

Peak surge current: 500 Amps for 10 x 700 us

Protection type: Line to ground
Attenuation: 0.1 dB @ 10 MHz.
Response time: < 1 nanosecond

Impedance: 75 ohms
Connector type: BNC

Technology: Hybrid; both avalanche semiconductors and gas tube

Specifications for surge protection of remaining camera cable conductors shall be as follows:

Clamp voltage: 15 Volts

Peak surge current: 500 Amps per line for 10 x 700 us

Protection type: Line to ground
Response time: < 1 nanosecond
Connector type: terminal strip

Technology: Hybrid; both avalanche semiconductors and gas tube

Diagnostic Software

PC based diagnostic software shall be supplied which shall allow all camera functions accessible via the control/receiver driver to be viewed or exercised. A cable shall be provided with a standard 9-PIN PC RS232 port, to connect the receiver driver to the command port of the integrated CCTV dome camera assembly. A copy of this PC diagnostic shall be supplied with every assembly. The program shall operate under Windows XP and be capable of configuring and controlling a CCTV dome camera assembly and its functions (position, zoom, focus, iris, power, color balance, etc.) from within it. This includes storing and recalling preset positions for fast system configuration.

Camera Control

The camera and assembly shall accept and respond correctly to commands issued by the software program and provide all responses anticipated by the software.

Construction Requirements.

General

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

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

Camera assembly cables shall be terminated in the Equipment Cabinet, as indicated in the plans. This cabinet includes communication and power interfaces. Power supplied to the CCTV dome camera shall be 24, 89, or 120 VAC and is subject to manufacturers supplied equipment and shall be approved by the Engineer.

The Contractor shall install the composite cable with sufficient length to terminate all required camera functions in the equipment cabinet and at the dome. The Contractor shall terminate the cable at both ends.

Appropriate connectors shall be furnished and installed to interface the in-cabinet components to the integrated dome camera assembly. The Contractor shall mount the in-cabinet components in the equipment cabinet and connect them to AC power, communications, and video feeds.

Testing

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

Documentation

One copy of all operations and maintenance manuals for each CCTV component shall be delivered for each assembly installed. In addition, full documentation for all software and associated protocols shall be supplied to the Department on a 3.5-inch floppy disk(s) and a CD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted with in order to provide overall integration or maintenance of this item.

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

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

POLE MOUNTED EQUIPMENT CABINET TYPE B

<u>Description</u>. This work consists of furnishing and installing a pole mounted equipment cabinet and peripheral equipment at locations indicated in the Plans.

These cabinets will be utilized to house critical electrical, optical, and communications equipment as defined in other contract pay items.

<u>Materials</u>. Materials shall be in accordance to the following specifications.

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

The Type B cabinet shall be a NEMA 3R Single Door Enclosure, constructed from .125" thick aluminum, with minimum outside dimensions of 34" (H) x 20" (W) x 14" (D). The cabinet shall have a natural finish.

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

All cables shall be labeled utilizing marking tags.

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

Surge Protectors

The Contractor shall install surge protection on all external cables. This will include primary power as well as signal and control cables. The camera surge protector shall be a Transtector Model CCTV PTZ-4 or approved equal that meets or exceeds the following minimum specifications:

Service Voltage: 24VDC

Protection Type: CCTV/Video/Coax

Mounting: Panel

Technology: Silicon Avalanche Diodes

Connectors: Coax (BNC), RS-232/422/485 (Screw Terminals)

Protection Modes: Line to Line, Line to Ground

Joules: 13

Surge Current Ratings: 190A

Response Time (Max): 5 nanoseconds Operating Temperature: -40°C to +65°C

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

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

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

Peak Current: 20,000 amps (8 X 20 us wave shape)

Occurrences: 20 times at peak current

Minimum Series Inductance: 200 microHenrys

Continuous Series Current: 50A

Temperature Range: -40°F to 185°F (-40°C to +85°C)

Power Strip

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

• Let Through Voltage: <85 Volts

Operating Voltage: 120VAC, 50/60H

• UL Suppressed Voltage Rating: 330V

Energy Rating: 320J

Peak Current NM/CM: 13k Amps NM, 13k Amps CM

EMI/RFI Noise Filtration: >25-60dB

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

Construction Requirements.

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

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

The AC power service to be run to the equipment cabinet shall be terminated. The cost of providing the AC power service connection is included in other bid items as designated in the Plans. In addition, the cabinet shall be connected to an adequate ground following the Standard Specifications.

The Contractor shall terminate any inbound and outbound fiber optic, telephone, or wireless antenna leads in the equipment cabinet as shown in the Plans.

The Contractor shall terminate any twisted pair communication cable on the termination panel in the equipment cabinet as shown in the Plans. Lugs shall be installed at the end of each conductor suitable for connection to the barrier terminal blocks.

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

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

CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EXISTING TSC CABINET

This work shall consist of furnishing a single pole, rated 20 A circuit breaker that is mounted on an aluminum plate and is installed in a small panel board in an existing cabinet at the location shown on the Plans or as designated by the Engineer. All circuit breakers shall have a molded case. This work shall be in accordance with the requirements set forth under Section 805 and 1086 and Article 1068.01(e)(3) in particular of the Standard Specifications.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price of each for CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EXISTING TSC CABINET, which shall be payment in full for all labor, equipment, and materials required to provide the circuit breaker installation described above, complete. Any charges by Central Illinois Light Company to provide electrical service to the service installation will be paid for separately according to Article 109.05.

CAMERA POLE, 45 FT.

The camera pole shall be galvanized steel and designed in accordance with the plan sheet detail.

Valmont Drawing Number IL4E43004 is approved for use.

<u>Basis of Payment</u>: This item shall be paid at the contract unit price each for CAMERA POLE, 45 FT. which price shall include all equipment, labor, and materials required to furnish and install the camera pole described above and as shown in the plan detail.

FIBER OPTIC LINK (CLOSED CIRCUIT TELEVISION) MULTI-MODE

<u>Description</u>. A fiber optic link (CCTV) shall consist of a Fiber Optic Video Transmitter (FOVT) and a Fiber Optic Video Receiver (FOVR), and all other components required for a fully functional video/data link installed at locations as shown on the Plans. These devices, when connected with optical fibers, constitute a fiber optic link (CCTV).

Materials. Multi-Mode Fiber: The Fiber Optic Video Transmitter (FOVT) shall be an IFS Model VT1920WDM (or approved equivalent) for integration with the existing ITS system equipment. The Fiber Optic Video Receiver (FOVR) shall be an IFS Model VR1920WDM (or approved equivalent) for integration with the existing ITS system equipment.

The multi-mode units shall feature FM video transmission and have bi-directional data capability.

The Fiber Optic Video Transmitter converts analog NTSC video from a CCTV camera to an optical signal to be transmitted on a single-mode optical fiber. It also transmits and receives RS-232 data on the same fiber, converting between the optical and electrical signals.

A Fiber Optic Video Receiver shall receive optically modulated video and data from the Fiber Optic Video Transmitter and converts it to NTSC and RS-232 electrical signals for video monitoring and control. It shall also convert RS-232 data from electrical to optical signals and transmit them to the Video Fiber Optic Transmitter.

A single fiber will be used for both video and data transmission. The use of equipment that is not wave division multiplexing (WDM) and requires the use of more than one fiber, will not be allowed.

<u>Environmental</u>. Fiber Optic Link (CCTV) shall comply with the following environmental specifications:

Temperature: -40°C to +74°C

Humidity: 0 to 95 %, non-condensing

The Contractor shall supply Fiber Optic Video Transmitters and Fiber Optic Video Receivers, that when configured as a Fiber Optic Link (CCTV), shall meet or exceed the following minimum specifications:

Video Bandwidth: 5 Hz - 6.0 MHz

Video Impedance 75 ohms

Video I/O voltage 1 v p-p (nominal)

Differential Gain: <5%
Differential Phase: <5 degrees

Tilt: <1%

Video S/N ratio: >55 dB typical @ 10 dB Attenuation

Optical Driver Laser Diode
Optical Wavelength 1310/1550 nm

Optical Power Budget 15 dB Number of Fibers: 1

The link shall maintain the specified video parameters with an optical link loss of 0-10 dB

Interface Connectors:

Optical: ST

Video: BNC (750 Max RG59 Cable Length)

Protocols: RS-232, RS-422, RS-485 (Tri-State 2 or 4 Wire) Operating Mode: Simplex or Full Duplex (Bi-directional Data)

Data: Terminal block with screw clamps

Data Rates: DC-50 Kbps

Power: 120 VAC ±10%, 12 VDC @ 300mA

The Contractor shall furnish and install optical, data, and coaxial cables to interconnect the equipment as needed.

The Contractor shall supply over-voltage protection on all coaxial and control cables exiting the cabinet and connected to the fiber optic modem.

Construction Requirements:

The Contractor shall install the Fiber Optic Link (CCTV) as shown on the Plans.

The Contractor shall install over-voltage protection where the coaxial cable from the camera enters the equipment cabinet and prior to connecting to the Fiber Optic Video Transmitter. The Transmitter and protector module shall be grounded to the cabinet in accordance with the National Electrical Code.

The Contractor shall connect the Fiber Optic Video Transmitter and Fiber Optic Video Receiver to the assigned fiber in the fiber optic backbone cable. Power shall be applied to both units. An end-to-end test shall demonstrate the correct operation of the Fiber Optic Link (CCTV). This test can use test equipment to simulate the video and RS-232 signals, or it can use the actual CCTV dome camera.

<u>Method of Measurement</u>. Fiber optic link (CCTV) will be measured per unit, completely installed and operational.

<u>Basis of Payment</u>. FIBER OPTIC LINK (CLOSED CIRCUIT TELEVISION), MULTI-MODE measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing, and testing the units; and for all labor, tools, equipment, and incidentals necessary to complete the work.

CCTV LOCAL CONTROL PANEL

The Contractor shall furnish and install a CCTV local control panel at the locations shown on the plan sheets.

The CCTV local control panel will enable the CCTV camera to be tested at the cabinet. The local control panel shall include user-selectable RS-422 and RS-232 camera control and a video output.

The following models are approved for use: Treehaven Technologies (Model RVSFB120)

The CCTV Local Control Panel shall meet or exceed the following specifications:

Electrical: AC Input Voltage: 120VAC 50/60 Hz, 1.8A

Dome Power Output: 24V, 50/60 Hz, 1.25 A Heater Power Output: 24V, 24V, 50/60 Hz, 5A

Environmental: Operating Temperature: : -40°F (-40°C) to 167°F (75°C)

Humidity: 5% to 95%, non-condensing

<u>Data:</u> Joystick: RS-422, Rx+, Rx-, Tx+, Tx-

Laptop: RS-232, Tx, Rx, Gnd

Remote Control: RS-422, Rx+, Rx-, Tx+, Tx-

<u>Video:</u> Camera Input: BNC, 75 Ohms

Monitor Output: BNC, 75 Ohms

Mechanical: Dimensions: 7" W x 9.5" H x 5.5" D

<u>Features:</u> - Surge suppression on data, video and power lines.

Video output for test monitor connection.Plug-in connection for joystick controllers.

- Plug-in serial connection for a laptop computer providing PTZ control and camera test and configuration. Includes laptop

camera control software.

- Manual switch to select either joystick, laptop or remote

PTZ control.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for CCTV LOCAL CONTROL PANEL which will be payment in full for all labor, equipment, and materials required to provide, install, and test the equipment, and as described above.

GROUNDING OF ITS STRUCTURES

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

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

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

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

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

<u>Basis of Payment</u>: This work will not be paid for separately, but shall be included in the unit bid prices for their associated items.

FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE

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

The fiber optic cable shall have 48 single mode fibers.

Each cable shall be clearly labeled in each cabinet utilizing a durable computer generated label. The label shall contain information in regards to the location where the cable is going to or coming from.

Fibers shall be terminated as shown on the plan sheets. All terminated fibers shall be clearly labeled. All required equipment, including but not limited to fiber optic cables, connectors, splicing boots, cable trays, distribution enclosures, and hardware shall be included in this pay item.

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

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

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

The Contractor shall provide and install a 12 Ga., stranded (EPR-TYPE RHW), insulated orange tracer cable in all conduits that contain fiber optic cable. This work shall be done at the same time the fiber optic cable is pulled. There will be no additional compensation for this work.

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

Minimum Bending Radius.

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.

Environmental Requirements:

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

Construction Requirements:

Experience Requirements.

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

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

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

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

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

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

Installation in Conduit.

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

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

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

Splicing Requirements:

Splices shall be made at locations shown on the Plans. Any other splices shall be permitted only with the approval of the Engineer.

Operation and Maintenance Documentation:

After the fiber optic cable plant has been installed, two (2) complete sets of Operation and Maintenance Documentation shall be provided.

The documentation shall, as a minimum, include the following:

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

Testing Requirements:

The Contractor shall submit detailed test procedures for approval by the Engineer. All fibers shall be tested bi-directionally 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 bound and shall include the following:

Cable & Fiber Identification:

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

Test Results:

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

Test results and traces shall also be provided electronically.

B. Optical Source/Power Meter

Total Attenuation Attenuation (dB/km)

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

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

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

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

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

Splicing Requirements

Splices shall be made at locations shown on the Plans. Any other splices shall be permitted only with the approval of the Engineer.

All optical fibers shall be spliced as indicated on the Plans. If no information is provided, mainline splices will concatenate the fibers from the two cable segments, that is, the colors of the buffer tubes and fibers shall be the same across the splice. For splices that breakout the individual fibers, the fibers shall be spliced in accordance with the Plans.

Slack Storage of Fiber Optic Cables.

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

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

<u>Location</u>	Length of Slack Cable (Ft.)
Handhole	10.0
Double Handhole	30.0
Communication Vault	30.0
Junction Box	8.0
Controller Cabinet	10.0
Equipment Cabinet	3.0

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per foot for FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE and shall be payment in full for all labor, equipment, and materials required to provide, install, and test the fiber optic cable described above, complete.

DIGITAL VIDEO ENCODER

The Contractor shall furnish a video encoder and deliver it to the Department.

Video Encoder:

The video encoder shall be a Coretec Model VCX2400-E-H (or approved equal) for integration with the existing ITS system.

The video encoder shall meet or exceed the following minimum specifications:

Inputs and Outputs:

Video: NTSC/PAL (EAI RS170)

PAL (CCIR 624)

Both 1 volt p-p 75Ω 60Hz

Data: 2 RS 232/422

Software Selectable

Video Parameters:

Compression: MPEG2

Resolution (NTSC): D1 (4CIF) 720x480, 2/3 D1 480x480, ½ D1 352x480, CIF

352x240

Frame Rate: 30 FPS (@ 1.544/2.048Mbps)

Connectors: BNC

<u>Data Parameters</u>:

Two Ports: Sub-Channel/Terminal

Format: RS232/422

Handshake: Software Selectable
Data Rate: Up to 115.2 Kbps

Connectors: 1 RJ-45

Programming Port:

Format: RS232 Connector: RJ-11

Network Parameters:

Data Rate: 1 Mbps to 6 Mbps

Ethernet: RJ-45

Interface: 10/100 Base-T

Protocols: IEEE 802.3 Static or DHCP, UDP, IPv.4, IGMPv.2, Multicast,

Unicast, ARP, ICMP, TCP, IP, HTTP, SAP

Regulatory Approvals:

North America: FCC Title 47, Subpart B, Section 15, Class A

Environmental:

Temperature: -55°C to +85°C

Humidity: 0 to 95% Non-Condensing NEMA TS2: Passes Vibration & Transients

Power:

95-130VAC, 200-240VAC IEC Detachable Power Cord 58mA@120VAC, 400mA@12VDC (-R)

Physical Specifications:

Half Width Box 8.5"H x 1.75"H (1RU) x 12"D Weight 5lbs., 2oz.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for VIDEO ENCODER which price shall be payment in full for all labor, materials, and equipment required to provide the video encoder described above and deliver it to the Department.

ETHERNET SWITCH (MATERIAL ONLY)

The Contractor shall furnish an Ethernet switch and deliver it to the Department.

The Ethernet switch shall be an Extreme Networks Summit X450-24t equipped with dual 10km LX Mini GBICS, SFP SMF 1000BaseLX LC Connectors, ExtremeXOS Core License, and Extreme Advanced Edge software that meets the following specifications:

General Specifications

Switching Throughput:

- Bandwidth, Gbps: non-blocking
- 160 Gbps

Forwarding Rate:

- 65 Mpps million packets/second
- Max Packet Size: 9216 byte

Ports:

- 24 RJ-45 10/100/1000BASE-T with auto-speed and auto polarity
- 4 SFP (mini-GBIC, shared PHY with 4 10/100/1000BASE-T ports)
- 1 Serial Port (control port)
- 1 10/100BASE-T out-of-band management port

General:

- Number of QoS queues/port: 8
- Number of VLANs: 4096
- VLAN Types: Port, IEEE 802.1Q, and MAC-based Number of ACL Rules/lines: 3072 (can be applied to either ingress or egress)

Forwarding Tables:

- Layer 2/MAC addresses: 16K
- Layer 3 LPM Entries: 1K
- Laver 3 Interfaces: 512
- OSPF External Routes:>100K

Rate Limiting:

- Ingress bandwidth policing/rate limiting: packets are classified after Ingress into flows using ACLs and a rate limiter is assigned to a given flow
- Rate Limiting Granularity: 64Kbps (1Mbps on 10 gigabit port)
- Available Rate Limiters: 128 per port

Physical Specifications:

- Height: 1.73 inches/4.4 cm (Nominal)
- Width: 17.4 inches/44.1 cm (Nominal)
- Depth: 16.4 inches/41.6 cm (Nominal)
- Weight: 14lbs/6.35kg
- Operating Temperature Range 0°C to 40°C (32°F to 104°F)
- Storage Temperature Range Degrees/Degrees Celsius: -40°C to +70°C (-40°F to 158°F)
- Humidity Range: 10-95% (RH) non-condensing

Power:

- Min Voltage/Associated Current: 100VAC/4A
- Max Voltage/Associated Current: 240VAC/2A
- Heat Dissipation, 160Watts (546BTU/hr)

Acoustic:

• 51 dBA – Sound Pressure

Management Features:

- Serial management port on the front panel for ease of installation
- Extensive management through SNMP, RMON and CLI
- Secure remote management with strong encryption using SSH2
- Port mirroring

Software Features

QOS:

- 8 priority queues
- 802.1p priority marking
- Layer 2 classification
- Layer 3 DiffServ

Routing:

- RIP v1/v2
- OSPF v2

Multicast:

- IGMP v1/v2/v3
- IGMP snooping
- PIM-SM
- Ethernet Automatic Protection Switching-edge (EAPS-edge)
- Network Address Translation
- Multicast VLAN registration

Security:

- Network Login
- 802.1x
- Web-based Network Login
- SSH2 server
- Layer 2/3/4 ACLs
- DoS
- RADIUS support
- TACACS+ support
- MAC Address Security (lockdown + limit)
- IP Address Security: Disable ARP learning
- Management Security: SNMPv3, SSH2-client, SCP/SFTP
- DoS Protect
- IP Address Security: DHCP Option 82

Resiliency:

- Software Redundant Port
- ESRP (in Advanced Edge license)
- VRRP (in Advanced Edge license)
- Loop detection via Lbdetect and ELRP CLIEAPS
- STP: 802.1w Rapid Spanning Tree
- STP: Compatibility mode for PVST+, EMISTP (1 domain per port)

Extensibility and Scalability:

- Static Multicast Routes
- Multicast: static IGMP membership
- LACP for edge deployment (server connectivity)
- Stacking

Software Support Agreement:

• Two year agreement

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for ETHERNET SWITCH which price shall be payment in full for all labor, materials, and equipment required to provide the Ethernet switch complete with software, and accessories and deliver it to the Department.

FUSION SPLICING OF FIBER OPTIC CABLES

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

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

Materials.

Splice Closures:

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

Physical Requirements:

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

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

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

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

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

Factory Testing of Splice Closures:

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

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

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

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

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

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

Construction Requirements.

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

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

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

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

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

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

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

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

TERMINATION OF FIBER OPTIC CABLES WITH FUSION SPLICED ST CONNECTORS

<u>Description</u>. The Contractor will terminate a single mode fiber by fusion splicing a factory-formed ST connector (severed fiber optic patch cable) onto a field fiber at the locations shown on the Plans. Multimode cables may be terminated with fusion spliced or approved mechanical ST connectors.

<u>Materials</u>. The Contractor shall be responsible for ensuring that the pre-formed ST connector fiber is compatible with the field fiber that it will be fusion splice to.

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

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

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

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

Construction Requirements.

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

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

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

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

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

CLOSED CIRCUIT TELEVISION DOME CAMERA (MATERIAL ONLY)

The Contractor shall furnish one complete CCTV camera assembly with pressurized housing and deliver it to the Department.

The camera shall conform to the specifications listed under the pay item for CLOSED CIRCUIT TELEVISION DOME CAMERA.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for CLOSED CIRCUIT TELEVISION DOME CAMERA (MATERIAL ONLY) which price shall be payment in full for all labor, materials, and equipment required to provide the CCTV dome camera and deliver it to the Department.

FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 12F

This work shall be in accordance with Section 871 and 1076 of the Standard Specifications except as modified herein.

Testing shall be in accordance with Article 801.13.

Revise Section 871.00 of the Standard Specifications to read:

This work shall consist of furnishing and installing Fiber Optic cable in conduit with all accessories and connectors according to Section 871 of the Standard Specifications. The cable shall be of the type, size, and the number of fiber specified.

The fiber optic cable shall provide the amount of fibers called for in the Fiber Optic Cable pay item in the Contract. Fibers from each cable shall be terminated with fusion spliced connectors or approved mechanical connectors at the termination points shown on the Plans. Fibers not being used shall be labeled "spare", and fibers not attached to a distribution enclosure shall be capped and sealed.

The Contractor shall provide 12 fiber interconnect centers (equipped with two six fiber bulkheads) and install them in the proposed ITS equipment cabinets.

The fiber optic cable shall be pulled into proposed equipment cabinet and terminated with ST connectors in the fiber interconnect center at the locations shown on the plans.

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

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per foot for FIBER OPTIC CABLE IN CONDUIT NO. 62.5/125, 12F and shall be payment in full for all labor, equipment, and materials required to provide, test, and install the fiber optic cable described above, complete.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

1001.01 Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered.

The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 **General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls 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 also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, 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.

If a Contractor or subcontractor accumulates three environmental deficiency deductions 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 contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.

- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

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

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.

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

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

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. This 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 **0.0%** 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 forth in this Special Provision:

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

<u>DBE LOCATOR REFERENCES</u>. Bidders may 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 web site at www.dot.il.gov.

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

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal 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 the good faith efforts of the bidder 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 commits 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 commit 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 and 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 why good faith efforts have not been found.
- The bidder may request administrative reconsideration of a determination adverse to the (c) bidder within the five working days after 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 issue of whether an adequate good faith effort was made to meet the contract goal. 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 whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. 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 it 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 or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract.

If the 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.

- (a) 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) 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 reasonably 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) 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.

- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) 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 DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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.
- (j) 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.

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

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

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
 - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

	Schedule of Ded Day of Overrun ir		ı
Original Con	tract Amount	Daily C	harges
From More	To and Including	Calendar	Work
Than		Day	Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists.

The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

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Soil Dist	urbed an	d Not P	ermanently								
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0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5								
1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10								
0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5								
0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5								
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0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"								
	Soil Dist Stabilized < 5 Acres 0.1 - 0.5 0.2 - 1 1.0 - 5 0.2 - 1 0.1 - 0.5	Gravity Adjustment F Soil Disturbed and Stabilized At Time of < 5	Gravity Adjustment Factors								

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

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

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

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

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

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

I .	nitial Minimum Coeffic s/foot candle/sq ft (ca			erial						
Observation Entrance Angle Fluorescent										
Angle (deg.)	(deg.)	White	Orange	Orange						
0.2	-4	365	160	150						
0.2	+30	175	80	70						
0.5	-4	245	100	95						
0.5	+30	100	50	40"						

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

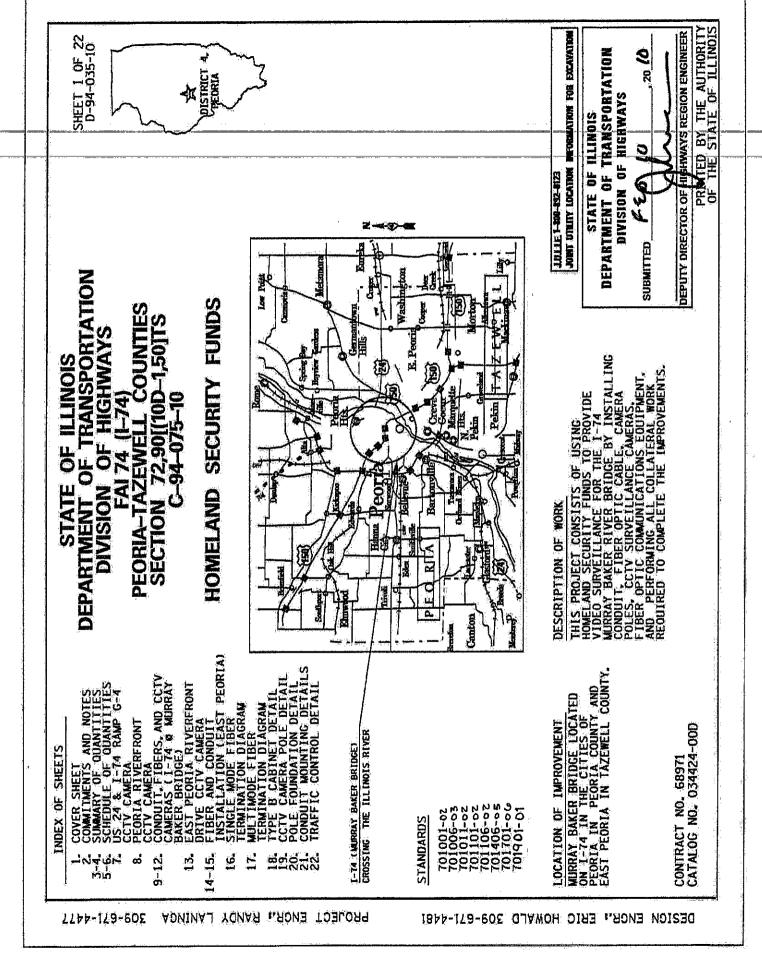
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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



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THE LOCATION OF ALL UTILITIES A	THE LOCATION OF ALL UTILITIES AND PRIVATELY OWNED FACILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE INSTALLATION OF
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THE CONTRACTOR SHALL BE RESI	
CONTRACTOR SHALL ALSO BE LIABLE FOR ANY DAMAGE.	CONTRACTOR SHALL ALSO BE LIABLE FOR ANY DAWAGE TO LOCALITIES RESOLITING FROM INACCORATE LOCATING.
THE CONTRACTOR SHALL PROVIDI	THE CONTRACTOR SHALL PROVIDE ELECTRICAL CABLE SLACK IN ACCORDANCE WITH ARTICLE 873.03 UNLESS SPECIFIED OTHERWISE.
ELECTRICAL CABLE WILL BE MEAS	URED FOR PAYMENT IN ACCORDANCE WITH ARTICLE 873.04.
ALL SURPLUS MATERIALS SHALL	ALL SURPLUS MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ARTICLE 202.03 OF THE STANDARD SPECIFICATION.
THE LOCATIONS FOR HANDHOLES	THE LOCATIONS FOR HANDHOLES ARE PROVIDED FOR REFERENCE ONLY. THE ENGINEER OF TRAFFIC SHALL BE NOTIFIED FOR LOCATION VERIFICATION
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14. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR	HALL BE ALLOWED FOR PLACING CONDUIT AT GREATER THAN 2 FT. MINIMUM DEPTH TO AVOID OBSTACLES SUCH AS
UNDERGROUND UTILITIES.	
15. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF UN	E FOR THE COST OF UNCOVERING OR HAND DIGGING AROUND UTILITIES AS NECESSARY. THIS COST OF THIS WORK
	RICES FOR THE CONDUITS.
16. THE CONTRACTOR SHALL INSTALL A #12 (EPR-1YPE RHW) CONTINUOUS AND BE ACCESSIBLE FROM THE HANDHOLES UNIT BID PRICE FOR THE FIBER OPTIC CABLE IN CONDUIT P	THE CONTRACTOR SHALL INSTALL A #12 (EPR-1YPE KHW) TRACER WIRE ALONG WITH THE FIBER OPTIC CABLE. THE TRACER WIRE SHALL BE CONTINUOUS AND BE ACCESSIBLE FROM THE HANDHOLES. THE COST OF FURNISHING AND INSTALLING THE TRACER WIRE SHALL BE INCLUDED IN THE UNIT BID PRICE FOR THE FIBER OPTIC CABLE IN CONDUIT PAY ITEM.
	COMMITMENTS: THERE ARE NO COMMITMENTS FOR THIS PROJECT.
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81100300 COND	81100300 CONDUIT ATTACHED TO STRUCTURE, 1" DIA; GALVANIZED STEEL	FOOT	30.0	<	30.0	
81100400 COND	81100400 CONDUIT ATTACHED TO STRUCTURE, 1 1/4" DIA, GALYANIZED STEEL	FOOT	90.0	40:0	50.0	
81100600 COND	81100600 CONDUIT ATTACHED TO STRUCTURE, 2" DIA, GALVANIZED STEEL	FOOT	3810.0	1760.0	2050.0	
81300540 JUNCT	81300540 JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12"X 12"X 4".	EACH	4.0	2.0	25.0	
81300948 JUNC	81300948 JUNCTION BOX, STAINLESS STEEL, ALIACHED TO STRUCTURE, 24" X 24" X 10"	EACH	6.0	1.0	O	
81400700 HANDI	81400700 HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	1.0	0.1		
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81400720 DOUB	81400720 DOUBLE HANDHOLE; PORTLAND CEMENT CONCRETE	EACH	3:0		0.0	
81702130 ELECT	81702130 ELECTRIC CABLEIN CONDUIT, 600V (XLP-TYPE USE) 1/C.NO. 6	FOOT	4977.0	1352.0	3625.0	
81702140 ELEC	81702140 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	3531.0	2493.0	1038.0	- 11
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RICAL WORK FOOT 6320.0 430.0 D. 62.5/125, 12F FOOT 5313.0 3141.0 GHINCH DIAMETER FOOT 30.0 15.0 GHINCH DIAMETER FOOT 30.0 15.0 EGAMERA 60.0 5.0 1.0 ECAMERA EACH 6.0 5.0 FEACH EACH 6.0 5.0 TTELEVISIONI, MULTI-MODE EACH 1.0 0.5 TTELEVISIONI, MULTI-MODE EACH 6.0 5.0 1.0 TY EACH 6.0 5.0 1.0 SY EACH 6.0 5.0 1.0	RICAL WORK FOOT 6320.0 430.0 D: 62.6/125, 12F FOOT 5313.0 3141.0 G-INCH DIAMETER FOOT 30.0 15.0 G-INCH DIAMETER FOOT 30.0 15.0 ECAMERA EACH 8.0 5.0 ECAMERA EACH 6.0 5.0 TIZOVIN EXISTING TSC CABINET EACH 6.0 5.0 TTELEVISIONI, MULTI-MODE EACH 6.0 5.0 4.0 TTELEVISIONI, MULTI-MODE EACH 6.0 5.0 4.0 GLE MODE EACH 1.0 0.5 1.0 30 EACH 6.0 5.0 4.0 EACH 6.0 5.0 4.0 6.0 30 EACH 6.0 5.0 4.0 50 EACH					
FOOT 5313.0 3141.0 FOOT 30.0 15.0 FOOT 3.0 15.0 EACH 3.0 15.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 4.0 EACH 6.0 4.0 EACH 6.0 4.0 EACH 6.0 5.0 EACH 6.0 6.0 EAC	FOOT 5313.0 3141.0 FOOT 30.0 15.0 FOCH 3.0 15.0 EACH 80.0 5.0 EACH 6.0 5.0 EAC		FOOT	6320.0	430,0	5890.0
FOOT 30.0 15.0 EACH 3.0 15.0 CAL DA 60.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 4.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 1.0 0.5	EACH 3.0 15.0 CAL DA 60.0 CAL DA 60.0 CAL DA 60.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 7.0 0.5	37100140 FIBER OPTIC CABLE IN CONDUIT, NO.62.5/125, 12F	F00T	5313.0	3141.0	2172.0
FOOT 30.0 15.0 EACH 3.0 15.0 CAL DA 60.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 4.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 1.0 0.5 EACH <td>EACH 3.0 CAL DA 60.0 EACH 2.0 1.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 3453.5 EACH 1.0 0.5</td> <td></td> <td></td> <td></td> <td></td> <td></td>	EACH 3.0 CAL DA 60.0 EACH 2.0 1.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 3453.5 EACH 1.0 0.5					
EACH 3.0 8.0 1.0	EACH 3.0 CAL DA 60.0 CAL DA 60.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 7.0 0.5 EACH 1.0 0.5	37800415 CONCRETE FOUNDATION, TYPE E 364INCH DIAMETER	FOOT	30.0	15.0	15.0
EACH 6.0 5.0 EACH 6.0 0.5 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 3453.5 1352.0 EOOT 3453.5	EACH 6.0 5.0 EACH 7.0 0.5 EACH 1.0 0.5					
CAL DA 60.0 EACH 6.0 5.0 EACH 6.0 5.0 NET EACH 6.0 4.0 NET EACH 6.0 4.0 EACH 5.0 4.0 1.0 EACH 5.0 1.0 1.0 EACH 2.0 1.0 0.5 EACH 2.0 1.0 0.5 EACH 1.0 0.5 1 EACH 2.0 1.0 0.5 EACH 2.0 0.5 1 EACH 2.0 0.5 1 EACH 2.0 0.5 1 EACH 2.0 0.5 1 EACH 3.0 0.5 1 EACH 3.0 0.5 1 EACH 3.0 0.5 1 EACH 2.0 0.5 1 EACH 2.0 0.5 1 EACH 3.0 0.5 1 EACH 3.0 0.5 1	CAL DA 60.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 6.0 4.0 EACH 6.0 4.0 EACH 6.0 5.0 EACH 5.0 1.0 EACH 5.0 1.0 EACH 2.0 1.0 EACH 1.0 0.5	57900200 DRILL EXISTING HANDHOLE	EACH	3,0		3.0
EACH 6.0 5.0 1.0 EACH 6.0 5.0 1.0 EACH 6.0 5.0 1.0 0.5 EACH 6.0 5.0 1.0 EACH 6.0 5.0 1.0 EACH 6.0 5.0 EACH 6.0 5.0 1.0 EACH 1.0 0.5 EACH 1.0	EACH 6.0 5.0 1.0 EACH EACH 6.0 5.0 1.0 EACH 6.0 5.0 4.0 EACH 6.0 5.0 1.0 EACH 7.0 0.5 EACH 7.0 0.5 EACH 7.0 0.5 EACH 7.0 7.0 1.0 EACH 7.0 2.0 2.0 2.0 EACH 7.0 2.0 E	X0323583 SPEED INDICATOR SIGN	CAL DA	60.0		60.0
EACH 6.0 5.0 EACH 2.0 1.0 EACH 6.0 5.0 EACH 6.0 0.5 EACH 5.0 4.0 EACH 5.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 1.0 1.0 EA	EACH 6.0 5.0 EACH 2.0 1.0 NET EACH 6.0 5.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0	(大学) かれば、大学等のでは、大学では、大学では、大学では、大学では、大学では、大学では、大学では、大学				
EACH 2.0 1.0 NET EACH 6.0 4.0 EACH 6.0 4.0 EACH 5.0 4.0 EACH 5.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 1.0 0.5	EACH 2.0 1.0 EACH 6.0 5.0 NET EACH 6.0 4.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 2015.0		EACH	6.0	5.0	ų.o
EACH 6.0 1.0 NET EACH 6.0 5.0 EACH 1.0 0.5 EACH 5.0 4.0 EACH 5.0 1.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 2.0 1.0 EACH 1.0 0.5 EACH 1.0 0	EACH 6.0 1.0 NET EACH 6.0 5.0 EACH 6.0 4.0 EACH 6.0 5.0 EACH 6.0 5.0 EACH 1.0 0.5					
EACH 6.0 5.0 NET EACH 6.0 4.0 EACH 1.0 0.5 1 EACH 5.0 4.0 1 EACH 5.0 4.0 1 EACH 2.0 1.0 1 EACH 1.0 0.5 1	EACH 6.0 5.0 NET EACH 6.0 4.0 EACH 5.0 4.0 EACH 6.0 5.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 1.0 EACH 2.0 3453.5 1352.0	X0323906 CAMERA POLE; 45 FT	EACH	2.0	1.0	0. h
NET 6.0 5.0 5.0 6.0 EACH 6.0 5.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6	EACH 6:0 5:0 5:0 6:0 6:0 6:0 6:0 6:0 6:0 6:0 6:0 6:0 6		HOVE	9		3
NET EACH 6.0 4.0 EACH 1.0 0.5 EACH 5.0 4.0 EACH 6.0 5.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.179.0 2015.0	NET EACH 6.0 4.0 EACH 5.0 4.0 EACH 6.0 5.0 EACH 2.0 1.0 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 0.5 EACH 1.0 2015.0 FOOT 3453.5 1352.0		<u> </u>	?	0	0.1
EACH 1.0 0.5	EACH 1.0 0.5	K0324603 CIRCUIT BREAKER, 1.POLE, 20 AMP, 120V IN EXISTING TSC CABINET	EACH	6.0	4.0	0.2
EACH 1.0 0.5	EACH 1.0 0.5 EACH 5.0 4.0 EACH 6.0 5.0 1.0 EACH 2.0 1.0 1.0 EACH 1.0 0.5 EACH 1.179.0 2015.0 EACH 1.0 20					-
TTELEVISION), MULTI-MODE EACH EACH EACH EACH 1.0	TTELEVISION), MULTI-MODE EACH 6.0 5.0 1.0 Y) GLE MODE NUNDING, NO. 6.1C FOOT 8.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6.0 6	X0325049 CLOSED CIRCUIT TELEVISION DOME CAMERA (MATERIAL ONLY)	EACH	1,0	0.5	0:5
EACH 6.0 5.0	EACH 6.0 5.0 1.0 1.0 1.0 1.0		EACH	5.0	4.0	- 7-
EACH 6.0 5.0 EACH 2.0 1.0 GLE MODE EACH 1.0 0.5 FOOT 3453.5 1352.0	EACH 6:0 5:0 Y) GLE MODE FOOT 3453.5 1352.0					
EACH 2.0 1.0	EACH 2.0 1.0 1.0	X03Z57Z1 CCTV EOCAL CONTROL PANEL NO CONTROL PANEL PANEL NO CONTROL PANEL PAN	EACH	0.0	5.0	0.
Y) EACH 1.0 0.5 GLE MODE FOOT 71179.0 2015.0 RUNDING, NO. 6 1C FOOT 3453.5 1352.0	EACH	X0326259 DIGITAL VIDEO ENCODER	EACH	2.0	1.0	1:0
Y) EACH 1.0 0.5 GLE MODE FOOT 71179.0 2015.0 KUNDING, NO. 6 1C FOOT 3453.5 1352.0	M. EACH 1.0 0.5					
GLE MODE FOOT 11179.0 2015.0	GLE MODE FOOT 11179.0 2015.0		EACH	1.0	0.5	0.5
GLE MODE 2015.0 2015.0 CLE MODE	GLE MODE 2015.0 2015.0 EULINDING, NO. 61C 3453.5 1352.0	《注意》,是这种的是一种,是一种,是一种,是一种,是一种,是一种,是一种,是一种,是一种,是一种,				-
OUNDING.NO. 6 1C FOOT 3453.5 1352.0	OUNDING, NO. 6 1C. FOOT 3453.5 1352.0.	X8710030 FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE	FOOT	11179.0		9164.0
			FOOT	3453.5	1352.0	2101.5

STATE OF ILLINOIS
DEPARTMENT
OF TRANSPORTATION

SCALE: NONE

SUMMARY OF QUANTITIES (CONTINUED)

FAI 74 (I-74)

70,90f(f0D-1),50JTS

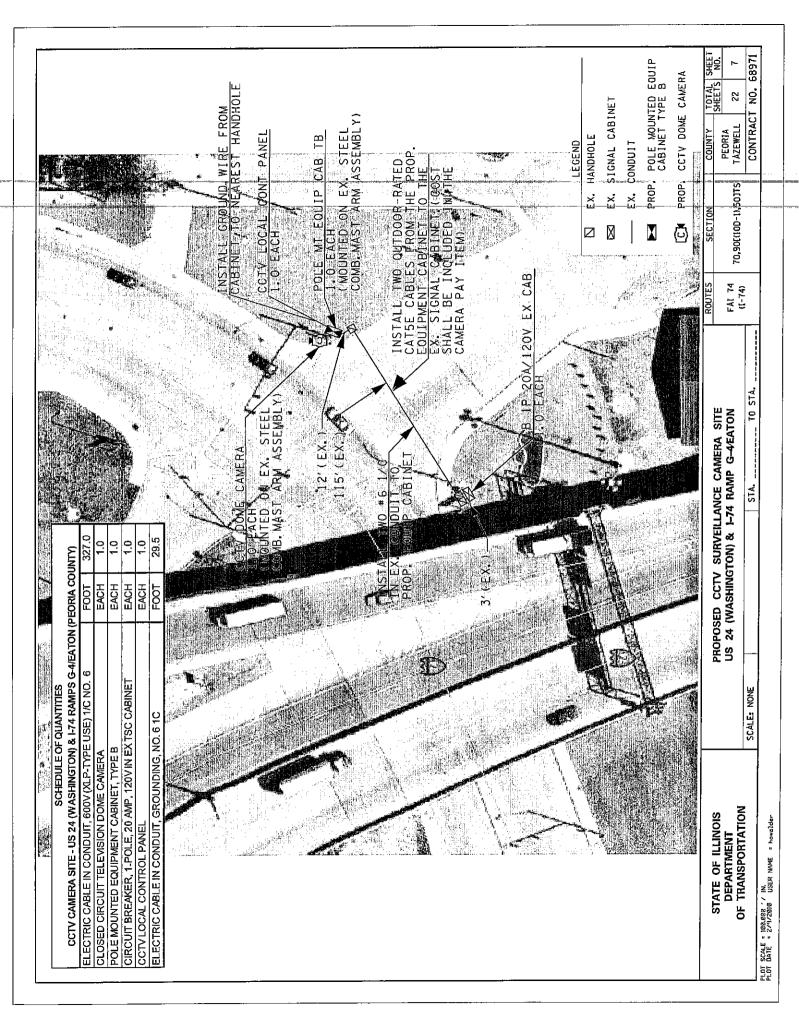
CONTRACT NO. 68971 PEORIA TAZEWELL

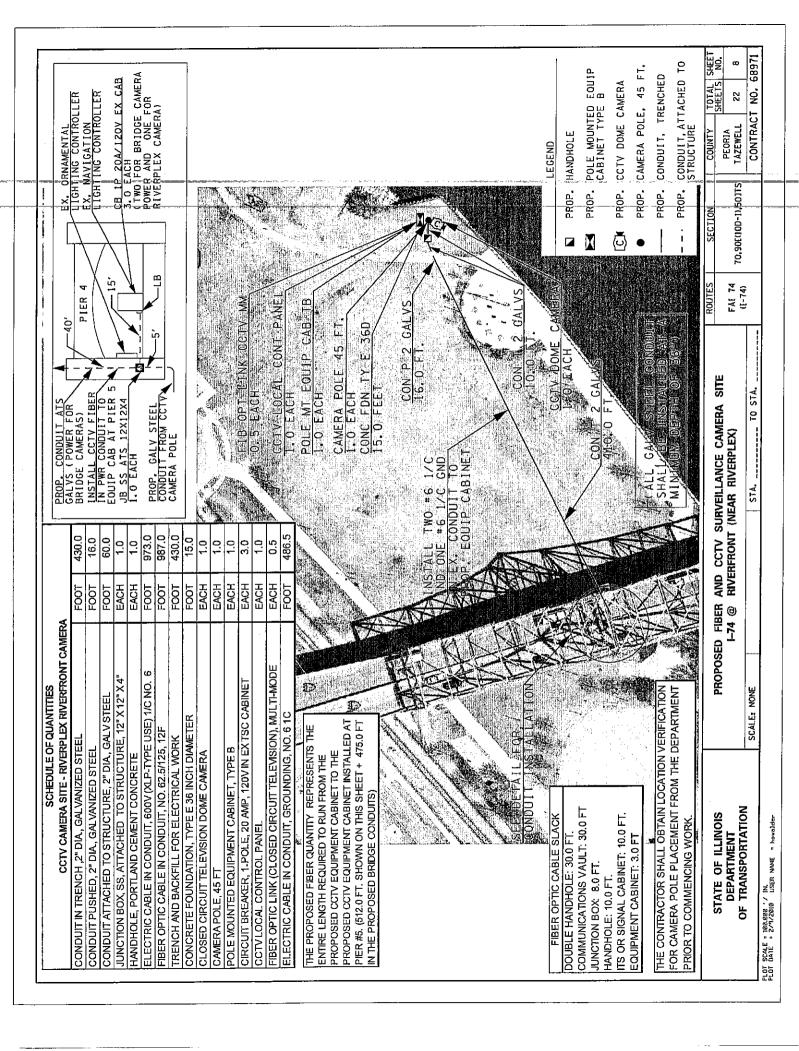
> ___ TO STA. STA.

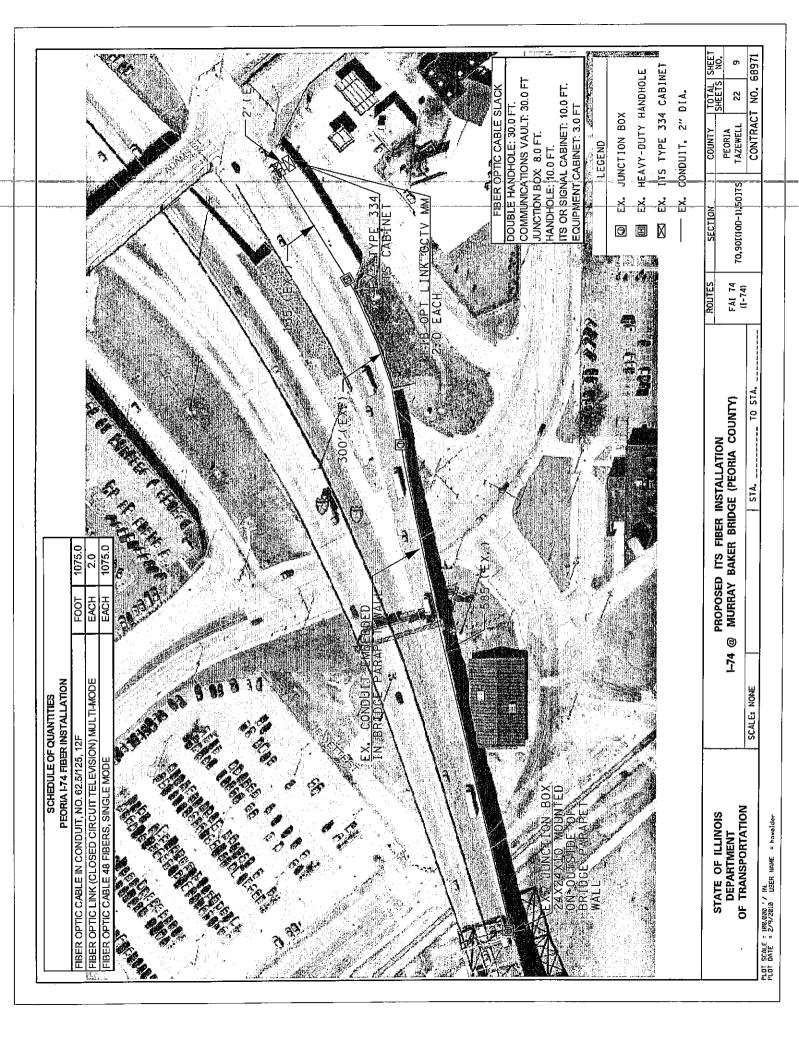
> > PLOT SCALE * 180.808 '/ IN. PLOT DATE * 2/4/2018 USER NAME * howalder

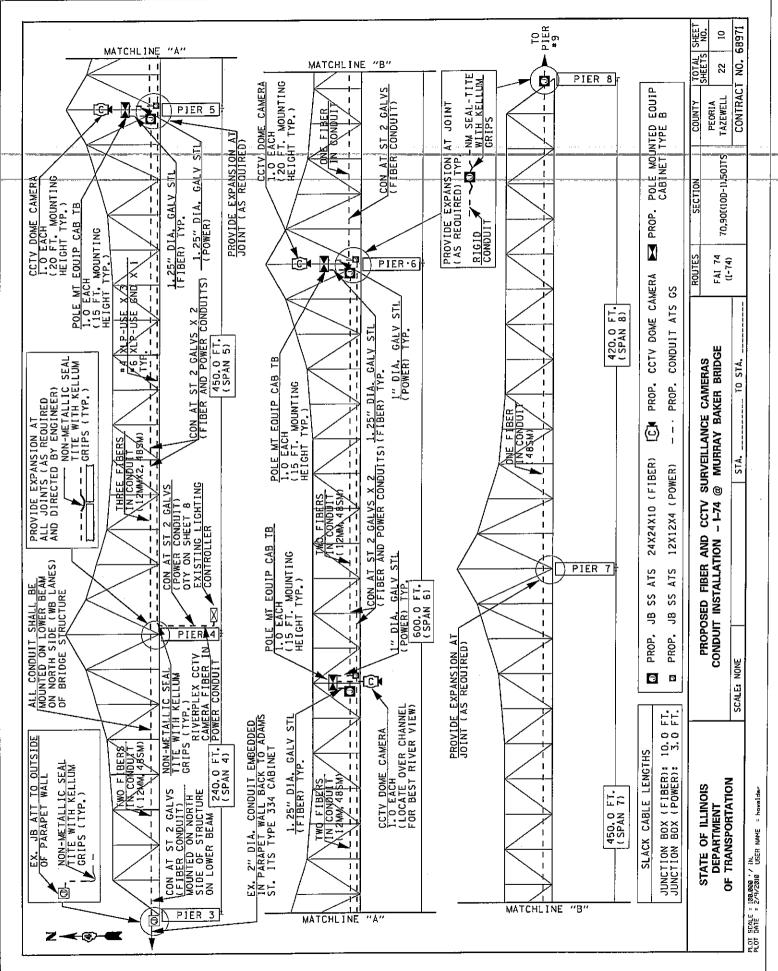
CONDUIT ATTACHED TO STRUCTURE, 1 1/4" DIA, GALV STEEL CONDUIT IN TRENCH, 2 DIA, PVC CONDUIT IN TRENCH, 21 DIA, GALVANIZED STEEL ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6 DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE HANDHOLE, PORTLAND CEMENT CONCRETE JUNCTION BOX, SS, ATTACHED TO STRUCTURE, 24" X 24" X 10" JUNCTION BOX, SS, ATTACHED TO STRUCTURE, 12" X 12" X 4" CONDUIT ATTACHED TO STRUCTURE, 2" DIA., GALVSTEEL CONDUIT ATTACHED TO STRUCTURE, 1" DIA, GALV STEEL CONDUIT PUSHED, 2 1/2" DIA. PVC CONDUIT PUSHED, 2" DIA, PVC CONDUIT PUSHED, 2" DIA., GALVANIZED STEEL CONDUIT IN TRENCH, 2 1/2" DIA, PVC STATE OF ILLINOIS
DEPARTMENT
OF TRANSPORTATION ITEM DESCRIPTION SCALE: NONE EACH EACH FOOT FOOT FOOT FOOT FOOT FOOT FOOT FOOT EACH EACH F001 F001 S SCHEDULE OF QUANTITIES 3730.0 3810.0 2160.0 430.0 TOTAL 4977.0 SCHEDULE OF QUANTITIES 100.0 105.0 90.0 30.0 16.0 3.0 1.0 6.0 40 BAKER BRIDGE 1-74 MURRAY SYSTEM CONDUIT A1S 3425.0 156,0 90.0 30.0 3.0 40 ITS FIBER AND CONDUIT SYSTEM 2160.0 3545.0 325.0 100.0 105.0 TO STA. 2.0 3.0 CCTV CAMERAS BAKER BRIDGE I-74 MURRAY FAI 74 (I-74) ROUTES RAMP G-4 CCTV CAMERA SITE US 24 & I-74 327.0 70,90[(10D-1),50]TS PEORIA RIVERFRONT CCTV CAMERA 973.0 430.0 SITE 60.0 6.0 10 0 PEORIA TAZEWELL CONTRACT NO. 68971 COUNTY EAST PEORIA RIVERSIDE DR CCTV CAMERA 3521.0 185.0 22 SHEET רט

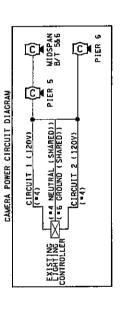
The complete comple				SCHEDUL	SCHEDULE OF QUANTITIES					
NO RESTITE USE) 1 CNO. 4 FOOT 53210 5705.0 155	ITEM DESCRIPTION		UNT	TOTAL	i-74 M URRAY BAKER BRIDGE CONDUIT SYSTEM	ITS FIBER AND CONDUIT SYSTEM	I-74 MURRAY BAKER BRIDGE CCTV CAMERAS	US 24 & L-74 RAMP G-4 CCTV CAMERA SITE	PEORIA RIVERRONT CCTV CAMERA SITE	EAST PEORA RIVERSIDE DR CCTV CAMERA SITE
CTRICAL WORK	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE	E USE) 1/C NO. 4	FOOT	3531.0	3531.0					
NO. 82.5/125, 12F	TRENCH AND BACKFILL FOR ELECTRICAL WOR	RK	FOOT	6320.0	c	5705.0			430.0	185.0
Seinch Diameter Foot 300 150	FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125,	, 12F	FOOT	5313.0			2505.0		987.0	1821.0
NECAMERA EACH	CONCRETE FOUNDATION, TYPE E 36 INCH DIAN	METER	FOOT	30.0					15.0	15.0
NAME CAMERA 6.0 6.0 7.	DRILL EXISTING HANDHOLE		EACH	3.0		3.0				
NET, TYPE B	CLOSED CIRCUIT TELEVISION DOME CAMERA		EACH	6.0			3.0	1.0	1.0	1.0
SINET, TYPE B	CAMERA POLE, 45 FT		EACH	2.0					0.1	1.0
No. 120V EXISTING TSC CABINET EACH 6.0 1.0	POLE MOUNTED EQUIPMENT CABINET, TYPE B		EACH	6.0			3.0	1.0	0f J	1.0
SCHEDULE OF QUANTITIES (CONTINUED) SOF TO TO TO COUNTY TO TO TO TO TO TO TO	CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EX	XISTING TSC CABINET	ЕАСН	6:0		1.0	2.0	1.0		1.0
NOSTER MONE EACH 1179.0 8979.0 2200.0 1.0	FIBER OPTIC LINK (CLOSED CIRCUIT TELEVISK	ION), MULTI-MODE	EACH	5.0			3.0		0.	1.0
ROUNDING, NO. 6 1C	CCTVLOCAL CONTROL PANEL		EACH	0.9			3.0	1.0	1.0	1.0
ROUNDING, NO. 6 1C FOOT 3453.5 1760.5 17	FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE		EACH	11179.0		8979.0	2200.0			
SCHEDULE OF QUANTITIES (CONTINUED) SCALE NONE SCALE	ELECTRIC CABLE IN CONDUIT, GROUNDING, N	VO. 6 1C	FOOT	3453.5			1177.0	29.5	486.5	1760.5
SCHEDULE OF QUANTITIES (CONTINUED) FAI 74 70,90f(10D-1),50JTS TAZEWELL 22 CONTRACT NO.										
SCALE NONE STA TO STA TO STA	STATE OF ILLINOIS DEPARTMENT	OS .	HEDULE	OF QUAN	TITIES (CONTIN	IUED)	FAI			SHEETS
	OF TRANSPORTATION	SCALE: NONE			STA.	TO STA	L-I)			: S











SCHEDULE OF QUANTITIES		
CONDUIT, FIBER, AND CCTV CAMERAS (I-74 @ MURRAY BAKER BRIDGE)	ER BRIDGE	m
CONDUIT ATTACHED TO STRUCTURE, 1" DIA, GALV STEEL	FOOT	30.0
CONDUIT ATTACHED TO STRUCTURE, 1 1/4" DIA, GALV STEEL	FOOT	90.0
CONDUIT ATTACHED TO STRUCTURE, 2" DIA, GALV STEEL	FOOT	3210.0
JUNCTION BOX, SS, ATTACHED TO STRUCTURE, 12" X 12" X 4"	EACH	3.0
JUNCTION BOX, SS, ATTACHED TO STRUCTURE, 24" X 24" X 10"	EACH	4.0
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	156.0
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	3531.0
FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 12F	FOOT	1430.0
CLOSED CIRCUIT TELEVISION DOME CAMERA	EACH	3.0
FIBER OPTIC LINK (CLOSED CIRCUIT TELEVISION), MULTIMODE	EACH	1.5
POLE MOUNTED EQUIPMENT CABINET, TYPE B	EACH	3.0
CCTV LOCAL CONTROL PANEL	EACH	3.0
FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE	FOOT	2200.0
ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6 1C	FOOT	1177.0

<u> </u>	CONDUIT INSTALLATION - CONSTRUCTION NOTES
-	THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS REQUIRED TO INSTALL THE CONDUITS, JUNCTION BOXES, CONTROLLER CABINETS, AND
	CAMERAS TO THE STRUCTURE, INCLUDING, BUT NOT LIMITED TO BRACKETS, SEAL-TITE, LBS, FITTINGS, HARDWARE, AND OTHER MISCELLANEOUS ITEMS.
	THESE ITEMS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE BID PRICE FOR THEIR ASSOCIATED PAY ITEMS.
2	THE CONTRACTOR SHALL SUBMIT A COMPLETE PACKAGE (INCLUDING CONDUIT BRACKETS, HARDWARE, ATTACHMENT POINTS, ATTACHMENT METHODS.
	ETC.) TO THE DEPARTMENT FOR REVIEW AND SUBSEQUENT APPROVAL AND REVISION BY THE CENTRAL BRIDGE OFFICE PRIOR TO COMMENCING
	WORK
က	3. THE CONTRACTOR SHALL FURNISH AND INSTALL EXPANSION/DEFLECTION COUPLINGS (OR OTHER EQUIPMENT AND METHODS AS APPROVED BY THE
	ENGINEER) FOR ALL BRIDGE JOINTS AS REQUIRED AND DIRECTED BY THE ENGINEER.
4	ALL SEAL-TITE CONDUIT SHALL BE NON-METALLIC AND SHALL INCLUDE CONNECTORS WITH INTEGRAL STAINLESS STEEL KELLUM GRIPS AT THE ENDS
	FOR INCREASED STRENGTH AND DURABILITY.
ιO	. THE CONTRACTOR SHALL GROUND ALL EXPOSED STEEL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. THE CONTRACTOR SHALL MAINTAIN
	THE CONTINUITY OF THE GROUND SYSTEM WHEN USING NON-METALLIC SEAL-TITE CONDUIT BY INSTALLING A #6 GROUNDING CONDUCTOR INSIDE THE
	SEAL-TITE AND BONDING THIS WIRE TO THE GALVANIZED STEEL CONDUITS AT EACH END. THE COST OF THIS WORK SHALL BE INCLUDED IN THE UNIT BID
_	PRICE FOR THE GALVANIZED STEEL CONDUIT PAY ITEMS,
œ'	. ALL BRACKETS SHALL BE FULLY GALVANIZED AND ALL HARDWARE SHALL BE EITHER GALVANIZED OR STAINLESS STEEL.
~	. THE CONTRACTOR SHALL INSTALL THREAD LOCKER ON ALL THREADED CONNECTIONS TO PREVENT LOOSENING THROUGH VIBRATION.
ω	8. THE PROPOSED ELECTRICAL CABLE AND ALL SPLICES SHALL BE IN ACCORDANCE WITH ARTICLE 1066 OF THE STANDARD SPECIFICATIONS.

PROPOSED FIBER AND CCTV SURVEILLANCE CAMERAS CONDUIT INSTALLATION - 1-74 @ MURRAY BAKER BRIDGE SCALE: NONE

70,90E(10D-1),501TS FÅI 74 (I-74) TO STA. STA.

TOTAL SHEET SHEETS NO.

COUNTY PEORIA TAZEWELL

SECTION

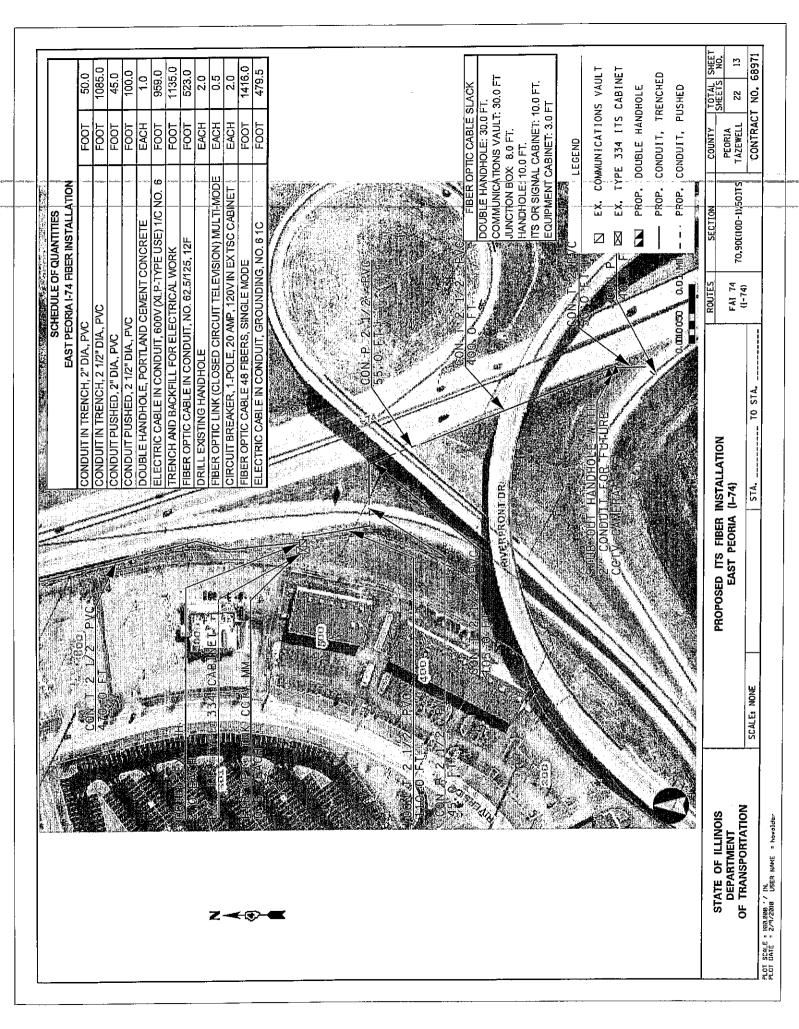
ROUTES

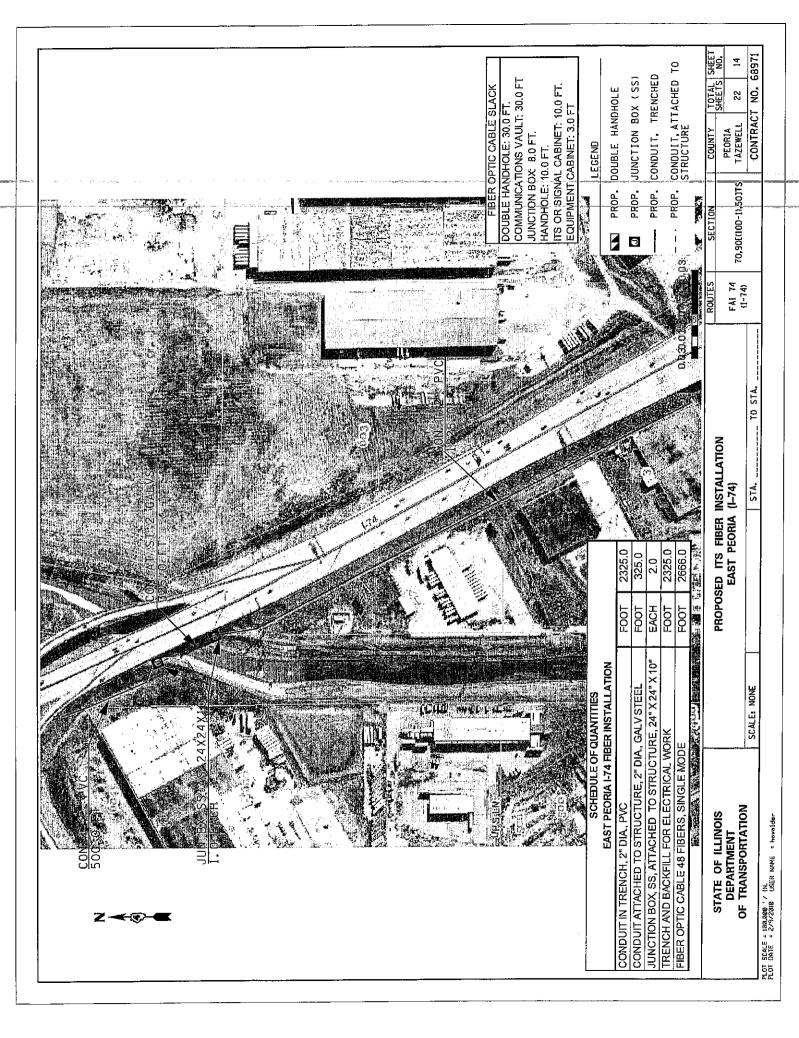
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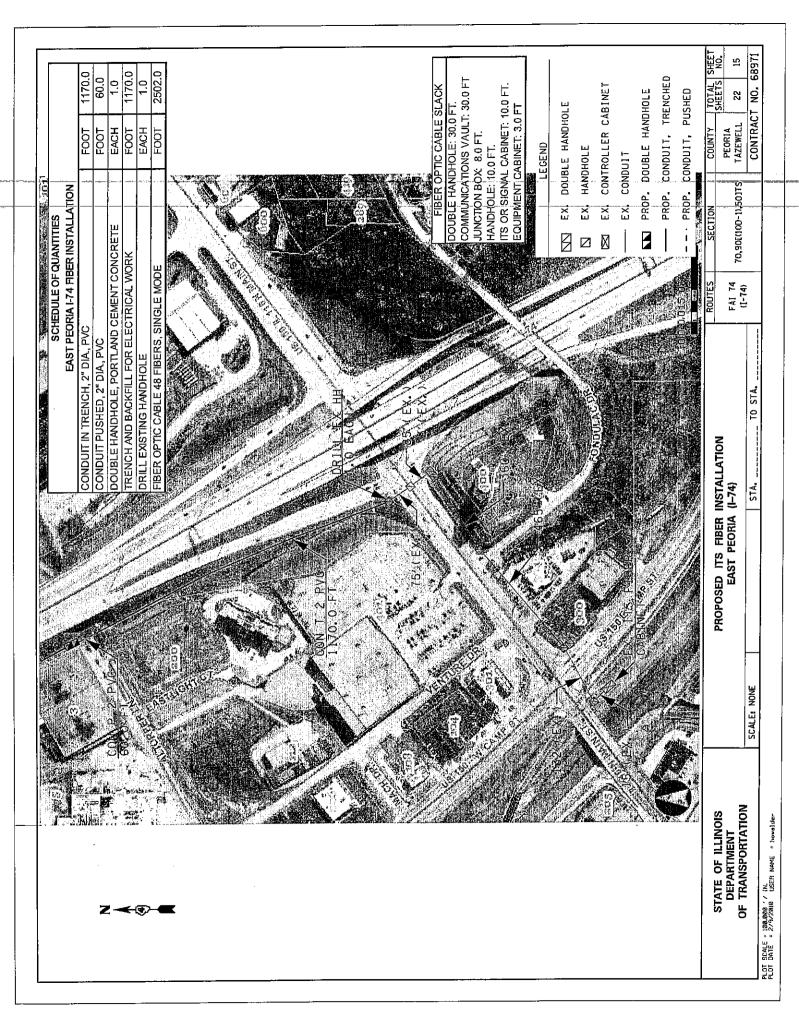
CONTRACT NO. 68971 22

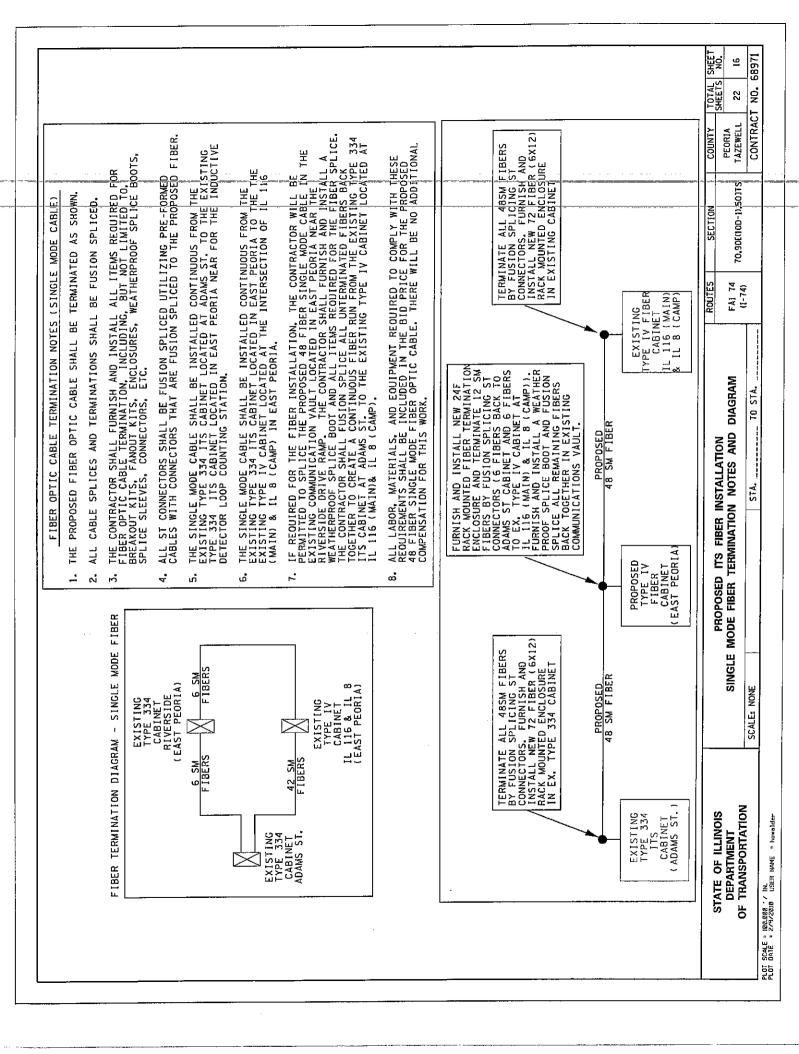
PLOT SCALE = 100,000 '/ IN. PLOT DATE = 2/9/2010 USER NAME = howalder

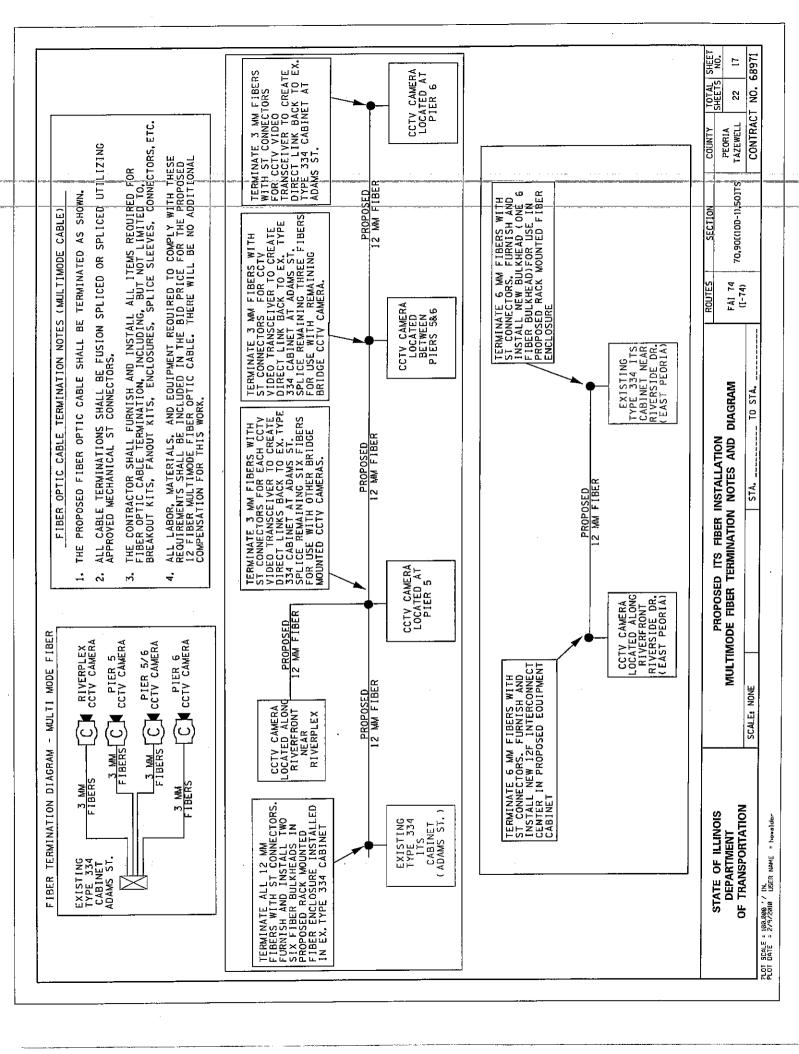
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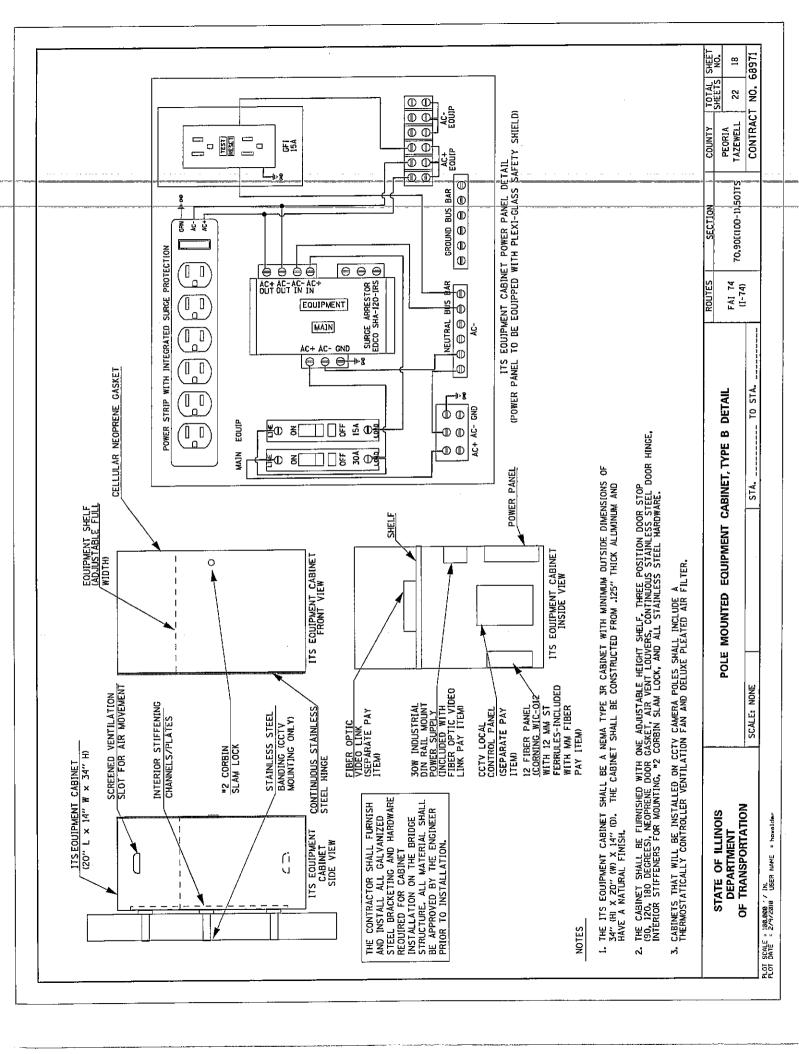


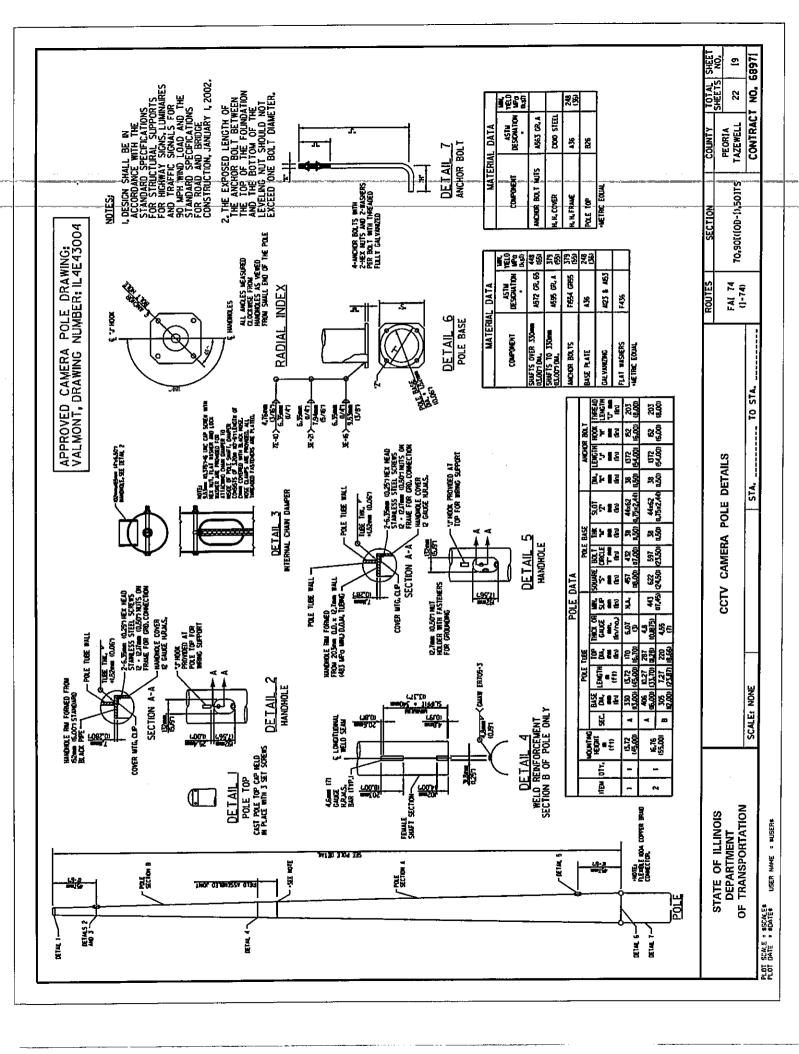


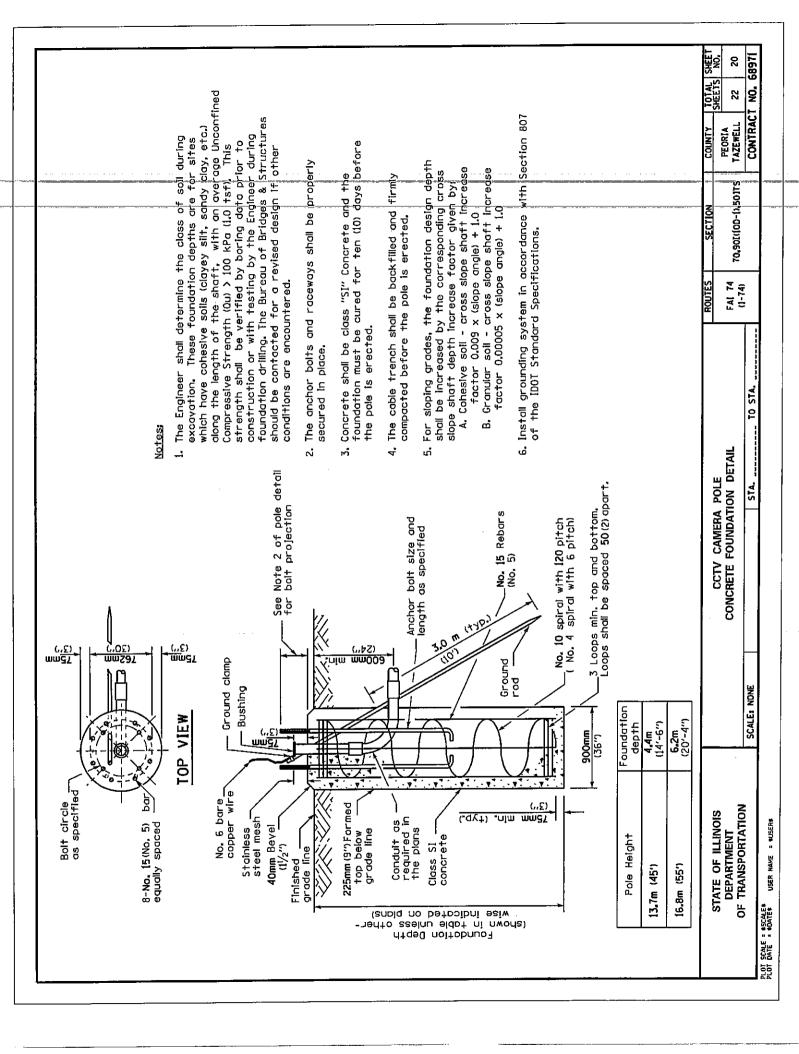


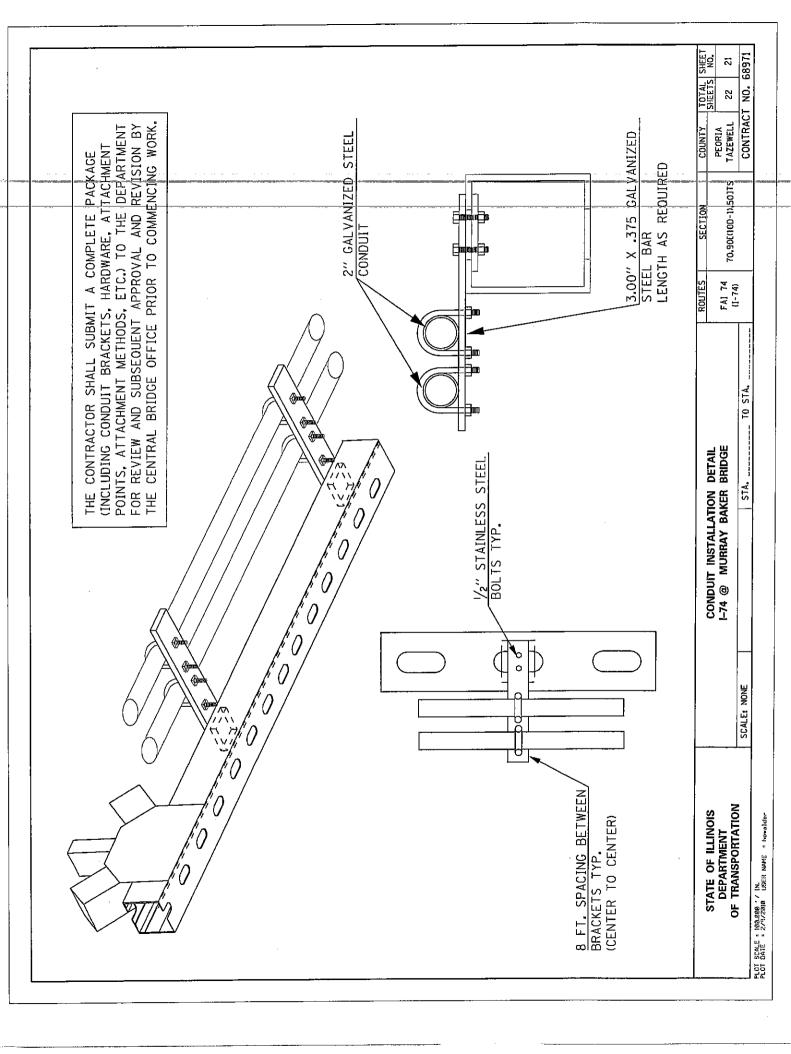


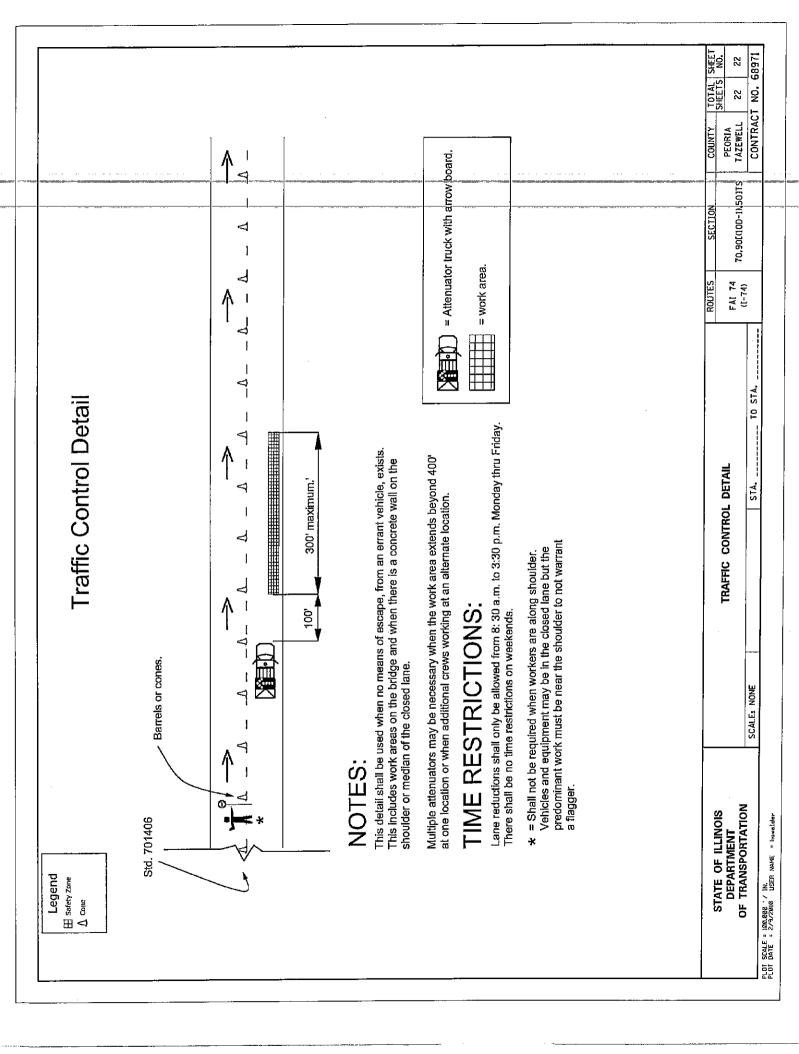












REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- **3.** A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- **4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

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

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

A), or

b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole.

supervised release, or probation.

II. NONDISCRIMINATION

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

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

the Federal Government in carrying out EEO obligations and in their

review of his/her activities under the contract.

 $\mbox{\bf b.}\,$ The contractor will accept as his operating policy the following

statement: "It is the policy of this Company to assure that applicants

are employed, and that employees are treated during employment,

without regard to their race, religion, sex, color, national origin, age or

disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship.

and/or on-the-job-training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - **b.** All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - **c.** All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

- applicants for employment and potential employees.
- **e.** The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - **c.** The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - **a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - **b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be

- in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- **c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- **d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - **a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - **b.** The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - **c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - **d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - **a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from

and to utilize DBE subcontractors or subcontractors with meaningful $% \left(1\right) =\left(1\right) \left(1\right)$

minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from SHA

personnel.

- **c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- **9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- **a.** The records kept by the contractor shall document the following:
- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - **(2)** The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women:
- (3) The progress and efforts being made in locating, hiring, training,
 - ung,
 qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

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

III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- **b.** As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- **c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- **b.** Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- **c.** All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- **a.** The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- **b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- **(4)** with respect to helpers, when such a classification prevails in the area in which the work is performed.
- **c.** If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- **e.** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

 $\mbox{\bf a.}$ Whenever the minimum wage rate prescribed in the contract for a

class of laborers or mechanics includes a fringe benefit which is not

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

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

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be

the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

paid

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.
 - (4) In the event the Employment and Training Administration

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

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or

permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. c. Each contractor and subcontractor shall furnish, each week
- in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for
- the classification of worked performed, as specified in the applicable
- wage determination incorporated into the contract.
- **e.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data

- required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- **2**. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- **3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- **4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered
- an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- **c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is

submitted if any time the prospective primary participant learns that

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions

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

and in all solicitations for lower tier covered transactions.

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

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

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

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

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

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

* * * * *

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- **3.** The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

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